

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

<i>In re</i> Boy Scouts of America and Delaware BSA, LLC, ¹ Debtors.	Chapter 11 Bankruptcy Case No. 20-10343 (LSS) (Jointly Administered)
National Union Fire Insurance Co. of Pittsburgh, PA, <i>et al.</i> , Appellants. v. Boy Scouts of America and Delaware BSA, LLC, <i>et al.</i> , Appellees.	Lead Case No. 22-cv-01237-RGA Consolidated Case Nos. 22-cv-01238-RGA; 22-cv-01239-RGA; 22-cv-01240-RGA; 22-cv-01241-RGA; 22-cv-01242-RGA; 22-cv-01243-RGA; 22-cv-01244-RGA; 22-cv-01245-RGA; 22-cv-01246-RGA; 22-cv-01247-RGA; 22-cv-01249-RGA; 22-cv-01250-RGA; 22-cv-01251-RGA; 22-cv-01252-RGA; 22-cv-01258-RGA; 22-cv-01263-RGA

**DEBTORS-APPELLEES' APPENDIX TO CONSOLIDATED ANSWERING
BRIEF: VOLUME 3 (SA 0286 THROUGH SA 0436)**

Dated: December 7, 2022

¹ The Debtors, together with the last four digits of each Debtor's federal tax identification number, are as follows: Boy Scouts of America (6300); and Delaware BSA, LLC (4311). The Debtors' mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

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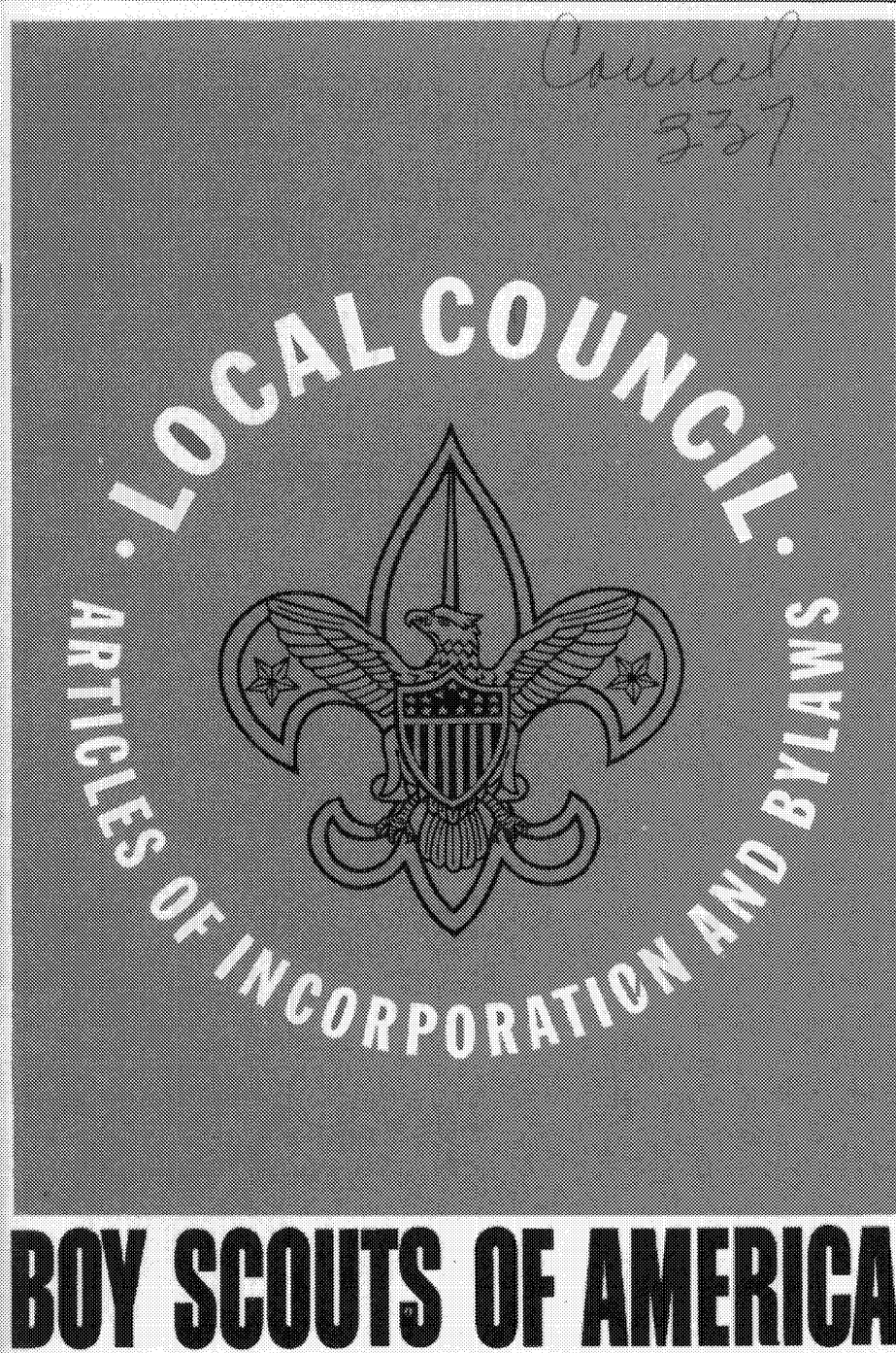
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**LOCAL COUNCIL
ARTICLES OF
INCORPORATION
AND
BYLAWS**

Boy Scouts of America

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ARTICLES OF INCORPORATION

ARTICLE ONE. NAME

The name of the corporation is OKMULE MOUNTAIN
Council of Boy Scouts of America, N.C.
(Inc. *)

*If required by State law.

ARTICLE TWO. DURATION

The Corporation shall have perpetual existence but shall take such action as may be necessary to dissolve in the event of the revocation or termination of its charter from the Boy Scouts of America, a corporation organized under Act of Congress.

ARTICLE THREE. PURPOSES

The Corporation shall promote, within the territory covered by the charter from time to time granted it by the Boy Scouts of America and in accordance with the Congressional Charter, Bylaws, policies and regulations of the Boy Scouts of America, the Scout program of promoting the ability of boys to do things for themselves and others, training them in Scoutcraft, and teaching them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by the Boy Scouts of America.

ARTICLE FOUR. PRINCIPLES AND POLICIES

The Corporation shall be operated as a nonprofit corporation exclusively for charitable and educational purposes within

(and educational*)
*Include where permitted by State tax law.

2 ARTICLES OF INCORPORATION—ARTICLE FOUR

the meaning of Section 501 of the Internal Revenue Code of 1954, as from time to time amended.

The Corporation shall at all times maintain the principles and policies of the Boy Scouts of America, as set forth in detail in the Bylaws of the Boy Scouts of America and its regulations, as set forth in official handbooks or as may be announced by the Boy Scouts of America from time to time, specifically restricting the leadership to those persons who are willing to subscribe to the declarations of principles therein set forth and to the Scout Oath and Law and who otherwise are qualified to receive certificates of leadership.

ARTICLE FIVE. POWERS

The Corporation shall have and may exercise (in a manner consistent with the Congressional Charter, Bylaws, policies and regulations of the Boy Scouts of America) all powers given to nonprofit corporations under the ~~STATES REVISER STATUTES~~

OF THE STATE OF NEW JERSEY
CORPORATIONS BY ASSOCIATING THE
NOT FOR PROFIT
 In addition

(here set forth specific powers Corporation is to enjoy if attorney for Corpora-

tion advises enumeration of specific powers is required or advisable under State

law and the Boy Scouts of America approves powers listed)

ARTICLE SIX. MEMBERS

The Corporation shall have one or more classes of members, as provided in the Bylaws of the Corporation, and may have honorary members.

Each active, associate or honorary member of the Corporation shall be a man twenty-one years of age or over who (a) is a citizen of the United States or who has legally declared his intention to become a citizen of the United States, (b) has subscribed to the Scout Oath and Law and Bylaws of the Boy Scouts of America, (c) has been registered by the Boy Scouts of America in accordance with its Bylaws, and

ARTICLE NINE—ARTICLES OF INCORPORATION

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(d) otherwise meets all qualifications for membership from time to time established by the Boy Scouts of America.

ARTICLE SEVEN. EXECUTIVE BOARD

The Executive Board of the Corporation shall be composed of such number of persons, in no event fewer than ~~20~~ nor more than ~~50~~, who shall be elected in such manner, as prescribed in the Bylaws of the Corporation. The initial Executive Board shall be composed of ~~20~~ members. The names and addresses of the persons who are to serve as the initial Executive Board of the Corporation until the first annual meeting of the members of the Corporation and until their successors are elected and qualify are—

Name	Address
SEE APPEND A ATTACHED	

ARTICLE EIGHT. ADDRESS

The address of the initial registered office of the Corporation is ~~340 N. 5th St., City of Philadelphia, Pa. 19106~~ and the name of its initial registered agent at such address is ~~THE FIRST NATIONAL BANK~~

ARTICLE NINE. INCORPORATORS

The name and address of each incorporator is —

Name	Address
SEE APPEND A ATTACHED	

ARTICLE TEN. DISSOLUTION

The property and assets of the Corporation are irrevocably dedicated to the charitable ~~and educational~~ purposes of carrying out the program of the Boy Scouts of America. In the event of the dissolution or final liquidation of the Corporation or upon the revocation or termination of its charter from the Boy Scouts of America, none of such property or assets or the proceeds therefrom shall inure to the benefit of any individual but shall, after all liabilities and obligations of the Corporation have been paid or satisfied or provision otherwise made therefor, be distributed (a) to another local council of the Boy Scouts of America as specified by the Boy Scouts of America to be used for charitable ~~and educational~~ purposes, or (b) in the absence of such specification, to the Boy Scouts of America itself to be used for charitable ~~and educational~~ purposes, it being contemplated that in either instance such property and assets shall continue to be devoted to the furtherance of Scouting in ~~the United States~~ ^(State or States).

*Include where permitted by State tax law.

†On occasion it is desirable, in order to strengthen the Scout movement or facilitate its administration, that two or more local councils merge or consolidate. The procedure to be followed in effecting such a merger or consolidation, which can only be carried out with the approval of the national office of the Boy Scouts of America, is governed by applicable State law which usually requires approval of the merger or consolidation by the Executive Board and members of the affected Local Councils.

ARTICLE ELEVEN. AMENDMENT

These Articles of Incorporation may be amended by the majority vote of the members having the right to vote present at a duly called meeting of the members of the Corporation at which a quorum is present and of which at least twenty days written notice has been given, the notice for which has been accompanied by the text of the proposed amendment or amendments, provided, however, that no amendment to these Articles of Incorporation shall be effective unless first presented to and approved by (a) the Executive Board of the Corporation and (b) an authorized official at the national office of the Boy Scouts of America.

BYLAWS**ARTICLE I. NAME**

The name of the corporation is ~~Orange Mountain~~ ^{(Inc.)*} Council of Boy Scouts of America, ~~Inc.~~ sometimes referred to in these Bylaws as the "Corporation."
*If required by State law.

ARTICLE II. PURPOSE AND RESPONSIBILITIES**PURPOSE****SECTION 1.**

The Corporation shall promote, within the territory covered by the charter from time to time granted it by the Boy Scouts of America and in accordance with the Congressional Charter, Bylaws, policies and regulations of the Boy Scouts of America, the Scout program of promoting the ability of boys to do things for themselves and others, training them in Scouting, and teaching them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by the Boy Scouts of America. In achieving this purpose, emphasis shall be placed upon the educational program of the Boy Scouts of America and the oaths, promises, and codes of the Scout program for character development, citizenship training, mental and physical fitness.

Reference: Articles of Incorporation, Article Three

The Corporation shall fulfill the basic purpose of the Scout movement within its territory, making Scout training available to all boys and serving organizations and institutions using the Scout program while maintaining standards and policies, protecting official badges and insignia, and providing adequate leadership and finances.

6 BYLAWS—ARTICLE II, SECTION 2

RESPONSIBILITIES**SECTION 2.**

The responsibilities of the Corporation shall be controlled and directed by the Boy Scouts of America through its By-laws and rules and regulations promulgated by it.

Clause 1. It shall be the duty of the Corporation to promote the program of Scouting through the organization and registration annually of units and their personnel; also to provide leadership and supervision of all program activities, within the territory covered by its charter, in such a manner as to ensure compliance with the provisions of the Bylaws of the Boy Scouts of America and the regulations thereof.

Clause 2. The Corporation shall guard against the use of the official uniform and insignia by persons not officially registered with the Boy Scouts of America and shall bring to the attention of the Boy Scouts of America any violation of regulations not within its power to prevent or any attempt to commercialize the Scout movement.

Clause 3. The Corporation shall through its Scout executive or other representatives make the benefits of the Scout program known to all agencies or institutions having contact with boy life and cooperate in the organization of units so that boys and young men may have the benefit of the Scout program.

The Corporation shall provide means for assisting sponsors in securing and training qualified persons to serve as unit leaders and assistants. The Corporation shall provide facilities and leadership in order that Boy Scouts under its jurisdiction may have the opportunity to have a year-round outdoor program totaling at least ten days and nights of hike, overnight camp, camporee, and summer camp experiences, with adequate facilities and supervision.

Clause 4. The Corporation shall endeavor to provide facilities and leadership in order that Explorers under its jurisdiction may have the opportunity to participate in at least five days and five nights of trips and Explorer activities away from home each year.

Clause 5. The Corporation shall provide procedures for ad-

7 ARTICLE III, SECTION 1—BYLAWS

vancement in order that Cub Scouts, Boy Scouts, and Explorers may meet the various requirements of rank as authorized by the Boy Scouts of America, under such conditions as will reduce to a minimum the necessity of traveling a great distance from home or of interfering with schoolwork or home duties.

Clause 6. The Corporation shall recommend to the Boy Scouts of America stores located within its territory which the Boy Scouts of America may appoint as authorized distributors of official uniforms, literature, and equipment in such territory. A sufficient number of stores of the type prescribed by the Boy Scouts of America shall be so proposed so that Scouts and Scouters in such territory may be served conveniently.

ARTICLE III. MEMBERS OF THE LOCAL COUNCIL

NUMBER, CLASSES, AND QUALIFICATIONS

SECTION 1.

The corporate membership of the Corporation shall be composed of active members and may also include associate members and honorary members; the corporate membership shall be known and designated collectively as the Local Council of the Corporation. All active, associate and honorary members must meet the membership qualifications established by Article Six of the Corporation's Articles of Incorporation. The Corporation also may enroll sustaining members pursuant to Clause 3 of this Section. Sustaining members shall not be part of the corporate membership of the Corporation unless elected as associate members pursuant to Clause 2.

Active Members

Clause 1. The active membership of the Local Council shall consist of institutional representatives and members at large. Institutional representatives shall represent institutions or

8 BYLAWS—ARTICLE III. SECTION 1

groups of citizens sponsoring units. Each institution or group of citizens to which a charter is granted by the Boy Scouts of America to sponsor one or more recognized Scout units shall elect or appoint a representative, who shall be other than the unit leader or assistant unit leader, as a member of the Local Council.

Members at large of the Local Council shall include men chosen from the various business, civic, educational, labor, professional, social, and religious interests of the communities in the Corporation's territory.

The Local Council shall have not fewer than 100 active members. At all times institutional representatives shall constitute a majority of the active membership of the Local Council.

Associate Members

Clause 2. The active members of the Local Council may elect as associate members of the Local Council men desiring to maintain an active Scout membership without assignment to active service. Associate members shall have no vote but may wear the uniform and insignia of laymen without office.

Sustaining Members

Clause 3. The Corporation may enroll as sustaining members persons desiring to be identified with the Corporation principally through their financial support and influence in expansion of the Corporation's program. Sustaining members who satisfy the eligibility requirements may be elected as associate members pursuant to Clause 2 of this Section. Sustaining members shall have no vote.

Honorary Members

Clause 4. The active members of the Local Council may elect as honorary members of the Local Council persons whose election may further the Scout program. Honorary members shall have no vote.

9 ARTICLE III. SECTION 2—BYLAWS

ELECTION AND TERM: VACANCIES

SECTION 2.

Active Members

Clause 1. Each institutional representative shall become an active member of the Local Council upon his election or appointment by the sponsoring organization or group and upon his being registered by the Boy Scouts of America as an institutional representative; he shall continue to be an active member for such period as such organization or group shall desire but in any event only during such time as such organization or group shall continue to hold a charter from the Boy Scouts of America to sponsor a unit.

Each member at large shall be elected at the annual meeting of the Local Council by the active members then in office, shall take office immediately following such meeting and shall hold office until the conclusion of the next succeeding annual meeting of the Local Council.

Associate and Honorary Members

Clause 2. Associate members and honorary members of the Local Council shall be elected at the annual meeting of the Local Council by the active members then in office, shall take office immediately following such meeting and shall hold office until the conclusion of the next succeeding annual meeting of the Local Council.

Vacancies in Active Membership

Clause 3. A vacancy in the active membership of the Local Council caused by the death, resignation, removal, or failure to qualify of an institutional representative shall be filled by the chartered institution or group of citizens which initially elected or appointed the institutional representative. A vacancy in the active membership of the Local Council caused by the death, resignation, removal, or failure to qualify of a

10 BYLAWS—ARTICLE III, SECTION 2

member at large may be filled by the Executive Board of the Corporation and the member at large so elected shall hold office until the conclusion of the next succeeding annual meeting of the Local Council.

MEETINGS; QUORUM; VOTING

SECTION 3.

Annual Meeting

Clause 1. The annual meeting of the Local Council of the Corporation shall be held at such place within the Corporation's territory and at such time as the Executive Board of the Corporation may determine. The annual meeting of the Local Council shall be for the purpose of (a) receiving annual reports of the Executive Board, officers and various committees, (b) electing members at large, associate and honorary members of the Local Council, National Council members, regular members of the Executive Board, and officers of the Corporation other than the Scout executive, (c) receiving and approving financial statements showing the financial position of the Corporation as of the close of its most recent complete fiscal year and the results of operations during such year, and (d) transacting such other business as may come before the meeting.

Other Regular Meetings

Clause 2. In addition to the annual meeting, the Local Council may have such other regular meetings as may be established by resolution of the Executive Board of the Corporation. Each regular meeting shall be held at such place within the Corporation's territory as the President or the Executive Board may specify.

Special Meetings

Clause 3. Special meetings of the Local Council may be called by the President or the Executive Board at any time and shall be called within sixty days upon the request in

ARTICLE III, SECTION 3—BYLAWS

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writing of at least one-fifth of the active members of the Local Council (such request specifying the object of the special meeting). Special meetings shall be held at such place within the Corporation's territory as the President or Executive Board may specify.

Notice

Clause 4. A written notice of any meeting of the Local Council, regular or special, shall be mailed to each member of the Local Council at least twenty days in advance thereof and shall indicate the time and place of and the business to be transacted at the meeting.

Quorum

Clause 5. One-fifth of the active members of the Local Council then in office shall constitute a quorum for all purposes.

Attendance at Meetings; Voting

Clause 6. All members of the Local Council shall be entitled to attend any meeting of the Local Council. The Local Council may invite other persons to attend Local Council meetings but such persons shall have no vote. Each active member of the Local Council present at a Local Council meeting shall be entitled to one vote and voting by proxy shall not be permitted. Except in the case of elections where voting shall be by ballot, voting at a meeting of the Local Council may be by ballot, voice or show of hands as the chairman of the meeting may rule unless otherwise determined by the members entitled to vote. Unless otherwise required by law, the Articles of Incorporation or these Bylaws, any question (other than elections) presented to a meeting of the Local Council at which a quorum is present shall be determined by a majority of those actually voting; elections shall be determined by plurality of those actually voting.

NOMINATING COMMITTEE OF THE LOCAL COUNCIL**SECTION 4.**

At least ninety days prior to the annual meeting of the Local Council, the President shall appoint, with the approval of the Executive Board, not fewer than three active members of the Local Council to serve as a nominating committee. At the annual meeting of the Local Council the nominating committee shall nominate persons to be elected as members at large of the Local Council, associate and honorary members of the Local Council, regular members of the Executive Board, National Council members, and officers of the Corporation other than the Scout executive. The notice of the annual meeting mailed to members of the Local Council shall announce the membership of the nominating committee so that active members of the Local Council may make recommendations of possible nominees to the committee for its consideration. All recommendations to the committee shall be made in writing at least fifteen days prior to the meeting.

COMMITTEE ON PROGRAM AND RESOLUTIONS**SECTION 5.**

At least sixty days prior to each regular meeting of the Local Council including the annual meeting, the President may appoint, with the approval of the Executive Board, not fewer than three nor more than five active members of the Local Council to serve as a committee on program and resolutions for the next regular Local Council meeting. The notice of such meeting mailed to members of the Local Council shall announce the membership of this committee and shall invite suggestions from each active member of the Local Council for the arrangement of the program and resolutions to be considered at the meeting. All suggestions to the committee shall be in writing. The committee shall consider and present to the meeting of the Local Council or to the appropriate committee of the Executive Board with recommendations, all suggestions made to it at least five days prior to the meeting or which it itself proposes for consideration and action. If a committee on program and resolutions is appointed, no resolution shall be considered at any regular meeting of the Local

Council unless it has first been presented to or proposed by the committee in accordance with this Section.

ARTICLE IV. THE EXECUTIVE BOARD**POWERS AND FUNCTIONS****SECTION 1.**

The Executive Board shall be the governing body of the Corporation and shall manage its affairs. The Executive Board shall be the local reviewing authority with respect to matters within the Scout movement which arise in the territory of the Corporation.

MEMBERSHIP**SECTION 2.**

The Executive Board of the Corporation shall consist of (a) not fewer than ~~30~~ nor more than ~~50~~ regular members elected by the Local Council from among its active members,* (b) the officers of the Corporation other than the Scout executive, (c) the chairmen of the operating and planning committees of the Executive Board, and (d) upon their being approved by the Executive Board, the chairmen of the several district committees.

*Where practicable, it is suggested that the Executive Board have no more than fifty regular members.

ELECTION AND TERM; VACANCIES**SECTION 3.**

Regular members of the Executive Board shall be elected at the annual meeting of the Local Council, shall take office immediately following such meeting, and shall continue in office until the conclusion of the next succeeding annual meeting of the Local Council and until their respective successors are elected and qualify. Chairmen of operating and planning committees take office as members of the Executive Board upon their being appointed by the President and approved by the

14 BYLAWS—ARTICLE IV, SECTION 3

Executive Board and district chairmen upon their being approved by the Executive Board.

Upon the death, resignation, removal, or failure to qualify as a member of the Executive Board of any regular member or officer, the Executive Board may elect an eligible person to fill the vacancy so created for the unexpired period of the term of office.

MEETINGS; QUORUM; VOTING

SECTION 4.

The Executive Board shall meet at such time and place as the Executive Board may direct and in any event at least *of* times annually including an organizational meeting as soon as practicable following the annual meeting of the Local Council. It shall be the general practice of the Executive Board to meet monthly. Special meetings of the Executive Board may be called by the Executive Committee of the Executive Board or by the President and shall be called within thirty days upon the written request of at least one-fifth of the members of the Executive Board (which request shall specify the purpose of such special meeting). A notice of each meeting of the Executive Board shall be mailed to each member at least five days in advance of the meeting.

One-third of the members of the Executive Board shall constitute a quorum for all purposes.

Unless otherwise required by law, the Articles of Incorporation or these Bylaws, all questions (except elections and appointments) presented to a meeting of the Executive Board at which a quorum is present shall be decided by a majority of those actually voting; elections or appointments shall be decided by a plurality of those actually voting.

Any regular member of the Executive Board who fails to attend two meetings of the Executive Board in any one year shall not be eligible for reelection as a regular member of the Executive Board for the ensuing term, provided, however, that the Executive Board may excuse absences and any absence so excused shall be counted as a meeting attended.

ARTICLE V, SECTION 1—BYLAWS

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ADVISORY COUNCIL

SECTION 5.

No member of the Executive Board (other than a person who is a member of the Executive Board on January 1, 1969) shall continue to serve as such after the annual meeting of the Local Council next occurring after he has attained the age of seventy years. There shall be an Advisory Council to the Executive Board composed of (a) all officers or regular members of the Executive Board who, having served upon the Executive Board not less than five years, attain or have attained the age of seventy years, (b) other officers or regular members of the Executive Board who retire after having served upon the Executive Board for at least five years, are willing to continue their relationship with the Corporation in an advisory or consulting capacity to the Executive Board and are elected to membership on the Advisory Council by a two-thirds vote of the members of the Executive Board present at any meeting, and (c) such other men who, being unable to devote time to Scouting on a regular basis, wish to serve Scouting upon special assignment and are elected to membership on the Advisory Council by a two-thirds vote of the members of the Executive Board present at any meeting. Members of the Advisory Council shall be entitled to receive notice of and to attend all meetings of the Executive Board but shall have no vote.

ARTICLE V. COMMITTEES OF THE
EXECUTIVE BOARD

COMMITTEES; APPOINTMENT

SECTION 1.

There shall be an Executive Committee consisting of the persons and having the powers specified in Section 2 of this Article.

16 BYLAWS—ARTICLE V, SECTION 1

In addition, subject to the provisions of Sections 3 and 4 of this Article, the Executive Board shall have such operating committees and planning committees, each of which shall have such powers and responsibilities, as may be fixed by resolution of the Executive Board in accordance with guidelines and procedures from time to time recommended by the Boy Scouts of America. The operating and planning committees of the Executive Board shall be appointed from the members of the Local Council annually by the President, with the advice and approval of the Executive Board, at the regular meeting of the Executive Board next following the annual meeting of the Local Council. In the event a person who is not a member of the Local Council is appointed to such a committee, he shall be nominated for membership in the Local Council at the next earliest practicable time and may serve on the committee pending action upon his nomination to membership in the Local Council. As provided in Section 2 of Article IV of these Bylaws, the chairmen of the operating and planning committees shall, by reason of their positions as such, be members of the Executive Board. All actions of the operating and planning committees shall be subject to the approval of the Executive Board.

EXECUTIVE COMMITTEE

SECTION 2.

The Executive Committee shall be composed of those persons who are the officers of the Corporation including the Scout executive (who shall have no vote) and such other members of the Executive Board, as may be elected by the Executive Board.

The Executive Committee of the Executive Board shall have and may exercise all the necessary powers of the Executive Board in the management of the Corporation during the intervals between the meetings of the Executive Board, but in no event shall the Executive Committee act contrary to action theretofore taken by the Executive Board. Minutes shall be kept of all Executive Committee action and reported to the ensuing meeting of the Executive Board.

ARTICLE V, SECTION 3—BYLAWS

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Meetings of the Executive Committee may be called at any time by the President and shall be called by the President within thirty days upon the request of three or more members of the Executive Committee. It shall be the general practice of the Executive Committee to meet in those months in which the Executive Board does not meet. All meetings of the Executive Committee shall be held on at least three-days written notice or one-day notice by cablegram, telegram, or radio-gram. A majority of the voting members of the Executive Committee shall constitute a quorum.

OPERATING COMMITTEES

SECTION 3.

The operating committees of the Executive Board shall be responsible for the development and effectiveness of programs and policies of the Corporation in accordance with standards and requirements as established by the Boy Scouts of America. Normally the Corporation shall have as operating committees of the Executive Board a committee on organization and extension, a committee on leadership training, a committee on advancement, a committee on camping and activities, a committee on health and safety, and a committee on finance. However, the Executive Board may by resolution, in situations where it believes local conditions warrant, combine two or more of the foregoing operating committees or divide the functions of any of such committees among two or more such committees as may be authorized by the Boy Scouts of America in handbooks or other announcements.

The operating committees of the Executive Board shall be so organized as to provide for the coordination of their work throughout the entire territory of the Corporation. Each district of the Corporation may have operating committees of like name and function as authorized by the Executive Board. Each Executive Board operating committee shall include in its membership the chairmen of the corresponding district operating committees. The Executive Board's operating committees shall be concerned with the development of policy, program, and procedures as approved by the Executive Board in the interest of the uniform development and extension of

18 BYLAWS—ARTICLE V. SECTION 3

Scouting throughout the territory of the Corporation. The Executive Board's operating committees shall, through the representative members of operating committees for each district where they exist, make certain that the district operating committees of like name and function operate in making effective the policies, programs, and procedures as adopted.

The operating committees shall function throughout the year, meeting as often as may be necessary in the judgment of the committee chairman, President, or Scout executive.

PLANNING COMMITTEES**SECTION 4.**

The planning committees of the Executive Board shall serve in a cooperative and advisory capacity to the Executive Board, its operating committees and officers of the Corporation, in their respective fields of activity. Planning committees shall be guided by the program material made available by the national office of the Boy Scouts of America and shall make recommendations in light of their experience and knowledge of local conditions.

The planning committees shall not be duplicated in the districts and shall meet only as often as there is a specific task to be performed.

ARTICLE VI. OFFICERS AND NATIONAL COUNCIL MEMBERS**OFFICERS; ELECTIONS AND APPOINTMENT****SECTION 1.**

The officers of the Corporation shall be a President, ⁵ Vice-Presidents, a Treasurer, a Council Commissioner, and a Scout executive who shall also fill the office of Secretary. The

ARTICLE VI. SECTION 3—BYLAWS

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officers, with the exception of the Scout executive, shall be elected from the active membership of the Local Council at the annual meeting of the Local Council, shall take office immediately following such meeting and shall hold office until the conclusion of the next succeeding annual meeting of the Local Council and until their successors are elected and qualify. Vacancies in these offices occurring between annual meetings of the Local Council may be filled by the Executive Board. The Scout executive shall be appointed by and shall serve during the pleasure of the Executive Board.

The Local Council may, upon the nomination of the Executive Board, create such honorary offices and elect persons to fill the offices so created. Honorary officers shall have no duties or vote.

PRESIDENT**SECTION 2.**

The President shall serve as chairman of meetings of the Local Council, the Executive Board, and the Executive Committee and shall be a member ex officio of all committees of the Executive Board and shall perform such other functions as herein provided or as are assigned to him by the Executive Board.

VICE-PRESIDENTS**SECTION 3.**

The Vice-Presidents shall perform such functions as may be assigned to them by the Executive Board. In case of the President's inability or failure to make such designation, the Executive Board or Executive Committee may designate one of the Vice-Presidents to serve during the President's absence or inability to serve.

TREASURER**SECTION 4.**

The Treasurer shall be responsible, through methods of internal control, for the recording and deposit of all receipts of the Corporation, for the proper disbursement of its cash, and for control over all property of the Corporation, whether real or personal, tangible or intangible, however acquired. He shall present annually to the Executive Board a statement of all income and expenses during the prior year, together with a statement of all assets, liabilities, and fund balances of the Corporation as at the end of that year, these statements first having been duly audited and certified in accordance with generally accepted auditing standards by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee. A copy of such audited annual statements shall be kept available at the office of the Corporation for inspection by members of the Corporation, and a copy shall be filed with the national office of the Boy Scouts of America. He shall also present interim period reports as required by the Executive Board.

..... Assistant Treasurers may be appointed by and shall act during the pleasure of the Executive Board or Executive Committee.

The Treasurer and Assistant Treasurers shall be bonded.

COUNCIL COMMISSIONER**SECTION 5.**

Working in close cooperation with the Scout executive, the Council Commissioner shall—

- (a) Supervise the activities of the commissioner staff and preside at council-wide meetings of district commissioners and conduct commissioner conferences.
- (b) Give leadership to the recruiting and training of an adequate commissioner staff so as to provide continuing and effective commissioner service to each unit.

(c) Maintain the standards of the Boy Scouts of America, uphold national policies, promote good uniforming and the correct wearing of insignia, and give leadership to the holding of regular roundtable programs in the districts.

(d) Be concerned with the proper recognition of unit leaders and the maintenance of their morale, and periodically report unit conditions to the Executive Board.

(e) Help the district commissioners to maintain a good working relationship with related district Scout executives.

(f) Maintain procedures that will assure maximum unit charter renewal by district commissioner staffs.

The Council Commissioner shall work with the President to secure help of operating committees in meeting unit needs.

The Council Commissioner must be at least twenty-one years of age and his election is subject to approval and issuance of a commission as Council Commissioner by the Boy Scouts of America.

SCOUT EXECUTIVE**SECTION 6.**

(a) The Scout executive shall be the chief executive officer of the Corporation and shall have general direction over the administrative work of the Corporation, subject to the authority and direction of the Executive Board. He shall serve as the Secretary of the Local Council, the Executive Board, its Executive Committee, all other committees of the Executive Board and district committees and shall be a member ex officio of all committees of the Executive Board without vote, except where otherwise provided.

The Scout executive may designate one or more representatives to serve in his absence as secretaries of district committees and, when necessary, committees of the Executive Board.

(b) The Scout executive shall be responsible for the administration of the Scout program within the territory

of the Corporation and for making effective within such territory the policies and programs of the Corporation in accordance with the policies of the Boy Scouts of America as from time to time announced by it.

(c) He may execute, on behalf of the Corporation, all documents, deeds, or notes duly authorized to be executed and shall be the custodian of the seal of the Corporation and may affix the same duly attested to such documents, deeds, or notes as may require it. As to notes and deeds, such countersignatures shall be required as the Executive Board may direct.

(d) He shall assist the Treasurer in maintaining the accounting records, the budget system, and shall be responsible for preparing monthly detailed statements of all financial operations including the budget report for the information of the Treasurer and the finance committee.

(e) He may with the approval of the Executive Board delegate to any staff officer or employee authority in writing to execute such leases, contracts, and other instruments as he may deem desirable. Subject to the provisions of these Bylaws and the direction of the Executive Board, he shall have the power to appoint and remove all employees of the Corporation and to direct their work.

(f) He shall see that notices are sent to those elected as members of the Local Council and the Executive Board and as officers of the Corporation and to those appointed as members of committees; he shall cause notices to be sent out of all meetings for which provision is made hereunder and be responsible for the minutes of all meetings of the Local Council, Executive Board, and committees of which he is Secretary.

(g) He shall be responsible for the preparation and keeping of such records as will make possible the Corporation's application for renewal of its charter. He shall submit a report at each meeting of the Executive Board relative to the work of the Corporation and to the status of the Scout movement throughout the territory of the Corporation, inviting attention to matters of particular interest and in-

forming the Executive Board concerning any problems of which the Executive Board should be advised, together with his recommendations and suggestions for the good of the movement requiring action by the Executive Board.

(h) He shall prepare an annual report covering the activities and achievements of the Corporation which, with the approval of the Executive Board, he shall present to the annual meeting of the Local Council, transmit to the national office of the Boy Scouts of America, and make public to the communities within the territory of the Corporation.

(i) The Scout executive appointed by the Executive Board must be one recommended by the Boy Scouts of America and have been commissioned as Scout executive by the Boy Scouts of America.

NATIONAL COUNCIL MEMBERS

SECTION 7.

At its annual meeting, the Local Council of the Corporation shall elect from its active membership such number of National Council members as the Corporation is entitled to under the Bylaws of the Boy Scouts of America to hold office until the conclusion of the next annual meeting of the Local Council and until their successors are elected and qualify. National Council members shall attend the annual meeting, and any special meetings, of the National Council of the Boy Scouts of America and shall participate in its proceedings and perform such other duties as may be assigned to them by the Executive Board or the National Council of the Boy Scouts of America. As liaison officers between this Corporation and the National Council they shall --

(a) present the point of view of the Corporation to the National Council in respect to matters of national policy and procedure, and

(b) interpret to the Corporation decisions and policies of the National Council and assist the Corporation in its

responsibility to make effective and bring about an understanding among local Scouters of such decisions and policies of the National Council.

National Council members shall serve as members of the regional committee and shall attend all regional committee meetings and participate in the proceedings thereof.

ARTICLE VII. COMMISSIONER STAFF AND PROFESSIONAL STAFF

COMMISSIONER STAFF

SECTION 1.

The commissioner staff may be composed of the Council Commissioner, one or more assistant council commissioners, district commissioners, assistant district commissioners, roundtable commissioners, and neighborhood commissioners. Each such Scouter shall be a man twenty-one years of age and over to whom the Boy Scouts of America has issued a commission for his respective volunteer post.

Assistant council commissioners shall be appointed by the Executive Board after considering the recommendation of the Council Commissioner. District commissioners shall be appointed by the Executive Board after considering the recommendation of the district committee and the Scout executive. Assistant district commissioners, neighborhood commissioners, and roundtable commissioners shall be appointed by the Executive Board after considering the recommendation of the district commissioner, the district committee, and the Scout executive. All the staff positions provided for in this Section except the Council Commissioner shall be appointed annually as hereafter provided subject in each case to the approval of and issuance of commissions by the Boy Scouts of America.

ASSISTANT COUNCIL COMMISSIONERS

SECTION 2.

Assistant council commissioners shall assist the Council Commissioner in the performance of his duties in such manner as he may direct.

DISTRICT COMMISSIONERS AND ASSISTANT DISTRICT COMMISSIONERS

SECTION 3.

District commissioners serve as members of their respective district committees and have an advisory relationship to the operating committees of their districts.

District commissioners shall serve as volunteers working in close cooperation with the Council Commissioner, the Scout executive, and his staff. The district commissioner shall —

- (a) Recruit and train an adequate staff of assistant district, roundtable, and neighborhood commissioners.
 - (b) Coordinate and supervise the work of the assistant district, roundtable, and neighborhood commissioners of the district.
 - (c) Give general supervision to the planning and conducting of monthly Cub Scout, Boy Scout, and quarterly Explorer leader roundtables in the district.
 - (d) Conduct monthly meetings of the commissioner staff of the district.
 - (e) Supervise annual charter renewal procedures.
- Assistant district commissioners shall assist the district commissioner in the performance of his duties.

ROUNDTABLE COMMISSIONER**SECTION 4.**

Roundtable commissioners serve under the direction of the district commissioners and are responsible for the program roundtables in the district.

NEIGHBORHOOD COMMISSIONER**SECTION 5.**

Neighborhood commissioners shall serve under the supervision and direction of the district commissioner or assigned assistant district commissioner. Neighborhood commissioners shall work with units through their respective leaders to assist in making effective their operation in accordance with established program and policy. The neighborhood commissioner shall —

- (a) Be responsible for giving guidance, encouragement, and cooperative leadership to his assigned units and their chartered institutions; when practicable, he should not serve more than three units.
- (b) Encourage adequate programs in the units to which he is related and assist them to maintain a high standard of accomplishment, through the use of all available resources.
- (c) Keep unit leaders informed about activities of the Corporation and its districts and training opportunities, and assist them in using such helps to enrich unit program.
- (d) Be responsible for annual unit charter renewal.

PROFESSIONAL STAFF**SECTION 6.**

The Corporation may employ men in professional positions who have been recommended by and commissioned as such by the Boy Scouts of America. Such members of the profes-

sional staff shall be appointed to office by the Executive Board upon the recommendation of the Scout executive and shall serve, under the direction and supervision of the Scout executive, at the pleasure of the Executive Board and the Scout executive.

Duties of members of the professional staff shall be as defined by the Scout executive with the approval of the Executive Board. They may be designated so as to indicate their respective functions, but all professional titles shall first be approved by the Boy Scouts of America.

ARTICLE VIII. DISTRICT ORGANIZATION**DISTRICTS****SECTION 1.**

For the purpose of area service and administration, the Corporation's territory shall be divided geographically into such districts as the Executive Board may from time to time determine, subject to applicable rules and regulations of the Boy Scouts of America.

DISTRICT COMMITTEE**SECTION 2.**

The Corporation shall supervise Scouting in each district through a district committee consisting of all active members of the Local Council residing within the district and such additional members at large as the district committee may elect. The district committee and the committees of the district have no legislative authority, the purpose of the district committee being to make effective within the district policies and programs adopted by the Corporation.

DISTRICT COMMITTEE OFFICERS**SECTION 3.**

Each district committee shall subject to the approval of the Executive Board elect a chairman; shall elect one or more vice-chairmen; and shall, in consultation with the Scout executive, nominate a district commissioner for appointment by the Executive Board. The district chairman shall be nominated for election to the Executive Board in accordance with Article IV, Section 2 of these Bylaws. Assistant district commissioners, neighborhood commissioners, and roundtable commissioners may be appointed as needed in accordance with Article VII, Section 1 of these Bylaws. District chairmen and vice-chairmen shall take office immediately following their election in accordance with this Section, and shall continue in office until the next annual meeting of the district.

MEETINGS OF THE DISTRICT COMMITTEE**SECTION 4.**

The district committee shall meet monthly at such time and place, preferably within the district, as may be fixed by the committee or its chairman. The business transacted at each monthly meeting shall be concerned with service to chartered institutions and to units within the district and shall include the receiving of reports from the chairmen of various district operating committees, the Scout executive or his designee (as secretary of the district committee) and the district commissioner, and such other business as the chairman and officers and Scout executive may indicate.

The district committee meeting immediately preceding the annual meeting of the Local Council shall be the annual meeting of the district. At least ninety days prior thereto a nominating committee shall be appointed from the membership of the district committee by the district chairman which shall make nominations for district officers and members at large for election at the annual meeting of the district. At this meeting the officers and district operating committees shall present reports of the year's activities.

DISTRICT OPERATING COMMITTEES**SECTION 5.**

As provided in Article V, Section 3 of these Bylaws, each district may have operating committees of like function and name as the operating committees of the Executive Board, and each Executive Board operating committee shall include in its membership the several chairmen of the corresponding district operating committees. Each district operating committee shall be responsible for cooperating in making effective the policies and programs adopted by the Executive Board.

The chairmen of district operating committees shall be appointed by the district chairman with the approval of the district committee. The members of the district operating committees shall be appointed by the district committee, upon the recommendation of the respective committee chairman and the district chairman.

ARTICLE IX. LOCAL UNITS**APPROVAL OF UNIT CHARTERS****SECTION 1.**

The Executive Board shall review or shall authorize some committee or person to review all applications for new charters or renewal of charters by sponsors within the Corporation's territory and shall forward the recommendation with respect to each such application to the national office of the Boy Scouts of America.

UNIT DESIGNATION**SECTION 2.**

All units within the Corporation's territory shall be designated by the name of the community in which the unit is

located, by the name of the sponsor, and by a serial number assigned by the Corporation.

ARTICLE X. FINANCES AND PROPERTY

RAISING FUNDS

SECTION 1.

Clause 1. All money raised by or received for the benefit of the Corporation or a unit under its jurisdiction and all property acquired by the Corporation or such a unit shall be deemed to be received or acquired for the benefit of Scouting as interpreted and promoted by the Boy Scouts of America, in accordance with rules and procedures from time to time adopted by the Boy Scouts of America.

Clause 2. Subject to general rules and regulations adopted by the Boy Scouts of America, the Corporation shall control the raising and expenditure of all funds for local Scout work within the territory of the Corporation. The necessary expenses of the Corporation shall be met by funds secured by solicitation or otherwise in accordance with general rules and regulations of the Boy Scouts of America pertaining to the raising of funds for Scouting purposes.

Clause 3. Neither the Corporation nor any unit under its jurisdiction shall have any authority to bind the Boy Scouts of America to any financial obligation whatever.

CONTROL OF FUNDS AND PROPERTY

SECTION 2.

Budget

Clause 1. The Executive Board shall, preceding the commencement of each fiscal year, consider and adopt a budget

of estimated expenditures by the Corporation for such fiscal year. No funds shall be expended by the Corporation during a fiscal year without the authorization of the Executive Board or the Executive Committee for any item not covered by, or in excess of the amount authorized by, the budget for such year.

General Funds

Clause 2. All funds of this Corporation or funds handled on behalf of this Corporation or the Boy Scouts of America, from whatever source and for whatever purpose received, shall be deposited to the credit of the Corporation in such depositories as shall be approved by the Executive Board, Executive Committee, or finance committee. The funds shall be disbursed only upon the authority of the Executive Board, Executive Committee, or finance committee or upon the order of officers of the Corporation duly authorized by the Executive Board, Executive Committee, or finance committee; in any event the signatures of at least two authorized persons shall be required for the disbursement of funds.

All receipts from registration fees, *Boys' Life* subscriptions, and any other funds of the Boy Scouts of America which are received by this Corporation for transmission to the Boy Scouts of America shall be carefully segregated, through bookkeeping and accounting procedures, as established by the Boy Scouts of America.

All persons having access to any funds (general or special) of the Corporation shall be bonded.

Special Funds

Clause 3. The Corporation may create special funds for specific purposes to be used in the interest of the Boy Scouts of America by the Corporation or a unit under its jurisdiction. Such special funds may be established by recordation in proper account on the books of the Corporation and shall, if required by direction of the Executive Board or the term of a gift or bequest, be vested in a bank or trust company in trust for the use of the Corporation or the unit, with the provision in the statement of the conditions governing the administering of the trust that in the event of the dissolution

of the unit or Corporation or revocation, termination, or lapse of its charter said trustee will, after satisfying any claims against such fund, turn over to the Boy Scouts of America the balance for use by the Boy Scouts of America for the benefit of Scouting in such locality and for the specific purposes for which the fund was granted. If, after a reasonable period, there is no suitable opportunity for the use of said fund in such locality, it may be used elsewhere.

Real Estate

Clause 4. The Corporation may hold title to real property in its own name as long as its Articles of Incorporation expressly provide for the conveyance of such property or the net proceeds from the sale thereof to the Boy Scouts of America in the event of the dissolution of the Corporation or the revocation or termination of its charter. Title to real property acquired for the Corporation may also be vested in a bank or trust company in trust for the use of the Corporation, where appropriate in accordance with the wishes of the donor, with a provision in the trust deed that in the event of the dissolution of the Corporation or the revocation or termination of its charter, the trustee, after satisfying any claims against the Corporation to which such property may be subject, will convey said property or pay the net proceeds from a sale of the property to the Boy Scouts of America, which shall hold or use said property or funds for the benefit of Scouting in the locality in which the Corporation is located or elsewhere if after a reasonable period there is not suitable opportunity to use said property or funds in said locality.

Title to all real estate acquired for a unit under the jurisdiction of the Corporation shall be vested in (a) the name of the Corporation (if the Corporation agrees to hold title to the property), (b) the sponsor of such unit (if the sponsor is a chartered institution), or (c) a bank or trust company, in each case in trust for the use of the unit, where appropriate in accordance with the wishes of the donor, with a provision in the trust deed that in the event of the dissolution of the unit or the revocation, termination, or lapse of its charter, the trustee will, after satisfying any claim against such unit to which such real estate may be subject, hold the property

upon the instructions of the Boy Scouts of America or, if so instructed, convey said property or pay the net proceeds from a sale of the property to the Boy Scouts of America, which shall hold or use said property or funds for the benefit of Scouting in the locality in which the unit is located or elsewhere if, after a reasonable period, there is not a suitable opportunity to use said property or funds in such locality.

Securities

Clause 5. The securities of the Corporation shall be deposited in any such deposit vault or vaults or with such bank or banks, trust company or trust companies, or such other depositories as may from time to time be designated by the Executive Board, Executive Committee, or finance committee. Access to the securities may be had as provided by resolutions of the Executive Board, Executive Committee, or finance committee and not otherwise.

Audit

Clause 6. A statement of all income and expenses of the Corporation during the fiscal year and a statement of all assets, liabilities, and fund balances of the Corporation as at the end of such year shall be duly audited and certified annually in accordance with generally accepted auditing standards, by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee.

ADMINISTRATION OF UNIT FUNDS

SECTION 3.

Clause 1. At the request of the unit committee of any unit under the jurisdiction of the Corporation, the Treasurer may hold for such committee funds for the unit. Such funds shall be transferred, in whole or in part, to the custody of the unit or an institutional treasurer upon duly accredited authority for such transfer.

34 BYLAWS—ARTICLE X, SECTION 3

Clause 2. In the event of the dissolution of a unit or the revocation or lapse of its charter, the unit committee shall apply unit funds and property to the payment of unit obligations and shall turn over the surplus, if any, to the Corporation. In the case of an institutional unit, any funds or equipment which may have been secured as property of the unit shall be held in trust by the institution or the Corporation, as may be agreed upon, pending its reorganization or the development of other plans, with the approval of the Corporation, for the use of such funds and property in connection with a program for character development, citizenship training, mental and physical fitness for the boys of that institution or, by the agreement of those involved, shall be used elsewhere for the promotion of the program of the Boy Scouts of America.

ARTICLE XI. ADDITIONAL ADMINISTRATIVE MATTERS

INDEMNIFICATION

SECTION 1.

Any person made a party to any action, suit, or proceeding, civil or criminal, by reason of the fact that he, his testator or intestate, is or was a member of the Executive Board or committee of the Executive Board of the Corporation, or an officer or National Council member or employee of the Corporation, or a director, officer, or employee of any corporation in which he served as such at the request of the Corporation, or a member of the commissioner staff of the Corporation, or a member of a district committee or a district officer under the jurisdiction of the Corporation, may, in the discretion of the Executive Board and upon such terms and conditions as it may choose to impose, be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection

ARTICLE XI, SECTION 3—BYLAWS

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with defense of such action, suit or proceeding, whether or not such defense shall be successful in whole or in part, or in connection with any appeal therein or any settlement thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for negligence or misconduct in the performance of his duties. Such indemnification, if afforded, shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Section. This Section shall not be deemed to limit any power or exclude any right of the Corporation to provide any additional or other indemnity or right for any Executive Board member, officer, employee, or other person. If this Section should be invalid or ineffective in any respect, the validity and effect of the Section in any other respect shall not be affected.

CONTRACTS, CHECKS, DRAFTS, ETC.

SECTION 2.

Except as otherwise provided by law or in these Bylaws, such officer or officers, employee or employees, or agent or agents of the Corporation as shall be specified by the Executive Board or Executive Committee shall sign, in the name and on behalf of the Corporation, all deeds, bonds, contracts, mortgages, and other instruments or documents, the execution of which shall be authorized by the Executive Board or Executive Committee; and such authority may be general or confined to specific instances.

Except as otherwise provided by law or in these Bylaws, all checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed by such officer or officers, employee or employees, or agent or agents of the Corporation as shall be specified by the Executive Board or Executive Committee.

NOTICES AND WAIVERS

SECTION 3.

Whenever any notice is required by these Bylaws or by any law to be given to any member of the Local Council, member

38 BYLAWS—ARTICLE XL SECTION 3

of the Executive Board, or any committee or any officer, such notice except as otherwise provided by these Bylaws or by any law may be given personally or by telegram, cable, or radiogram addressed to such person at his or its place of business, if any, or (to the extent applicable) at such address as has been given to the Corporation as the home address of the person; or the notice may be given in writing by mail, in a sealed wrapper, postage prepaid, addressed to such person at such address. Any notice given by telegram, cable, or radiogram shall be deemed to be given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in a post office, in a regularly maintained letter box or with a postal carrier. A waiver of any such notice in writing, signed by the person entitled to such notice in writing, as required, shall be deemed the equivalent thereof; and the presence at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

ACTION WITHOUT A MEETING

SECTION 4.

Except to the extent otherwise restricted by any applicable law, any action required or permitted to be taken at any meeting of the Executive Board or any committee thereof may be taken without a meeting if prior to such action a written consent thereto is signed by all members of the Executive Board or committee and such written consent is filed with the minutes of the proceedings of the Executive Board or committee.

FISCAL YEAR

SECTION 5.

The fiscal year of the Corporation shall be the calendar year.

ARTICLE XL SECTION 7—BYLAWS

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SEAL

SECTION 6.

The seal of the Corporation shall be in the form of a circle enclosing the universal badge with the motto Be Prepared underneath this badge and the words "Boy Scouts of America" around the circle and shall be used only as authorized.

(, Inc. *)

*if part of corporation name.

AMENDMENT

SECTION 7.

These Bylaws may be amended at any meeting of the Executive Board, upon the recommendation of the Executive Committee of the Executive Board or when the proposed amendment has been sent to members of the Executive Board at least fifteen days in advance of the meeting. All amendments to these Bylaws must first be approved by the national office of the Boy Scout of America before being submitted to the Executive Board for adoption.

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TAMARACK COUNCIL, INC.

BOY SCOUTS OF AMERICA

CONSTITUTION AND BY-LAWS

8/1/53

TAMARACK COUNCIL
BOY SCOUTS OF AMERICA
CONSTITUTION

Article 1 - Name

The name of this Organization is the Tamarack Council of the Boy Scouts of America.

Article II - Purpose

Section 1. The purpose of this Organization is to promote, supervise and administer the educational and recreational program of the Boy Scouts of America for character development, citizenship training and physical fitness within the territory covered by the Charter granted by the National Council of the Boy Scouts of America, and in accordance with the Federal Charter of the Boy Scouts of America, the Constitution and By-Laws of the National Council and the policies and regulations thereof, as set forth in its official publications.

Section 2. And, further, to share with the National Council responsibility for providing adequate leadership, maintaining standards of the Boy Scout Movement, protecting its badges and official insignia against use by those not duly registered as members of the Boy Scouts of America, and for making the benefits of the Movement available to all boys of the territory served by this Council.

Article III - Principles and Policies

This Council shall at all times maintain the principles and policies of the Boy Scouts of America, as set forth in detail in Article IV of the Constitution of the National Council of the Boy Scouts of America, specifically restricting the leadership to men willing to subscribe to the Declaration of Principle therein set forth and to the Scout Oath and Law and otherwise qualified to receive certificates of leadership.

Article IV - Membership

Section 1. Membership in this Council shall be limited to men twenty-one years of age or over, who are citizens of the United States or have legally declared their intention to become citizens of the United States, and who subscribe to the Scout Oath and Law and Constitution and By-Laws of the Boy Scouts of America, and qualify in accordance with the provisions of Article IV of the Constitution of the National Council of the Boy Scouts of America.

Section 2. Each sponsoring institution or group of citizens to which a charter is granted by the National Council to conduct one or more recognized Scouting Units (Troop, Pack, Explorer Unit, Tribe, etc.) shall be entitled to elect a representative (not the Unit leader or assistant Unit Leader) as a member of the Local Council.

Additional members shall be elected representing the religious, civic, educational, business and labor interests of the Council territory, provided, however, that when the number of representatives of institutions or groups of citizens under the jurisdiction of this Council shall be twenty-five or more, the members elected at large shall constitute a minority of the total membership of the Council.

Section 3. This Council may elect as associate members without vote men who desire to maintain an official Scouter membership in the Boy Scouts of America, without assignments to active service, provided that they qualify by the same procedure and under the same conditions as active Scouters.

Section 4. Vacancies in the Council shall be filled by the body responsible for the original election, except that where vacancies in office or membership subject to election by the Council as a body may occur ad interim, the Executive Board of the Council may elect to fill such vacancies for the period of the unexpired term.

Article V - Officers

Section 1. The officers of this Council shall be a President, not more than five Vice-Presidents, a Treasurer, a Scout Commissioner, a Secretary and such other officers as may be necessary and are provided for in the Constitution and By-Laws of the National Council. There shall be a Scout Executive who, as Executive officer of the organization, shall work under the direction of the Executive Board and have general direction of the Council program. He shall serve as Secretary of the Local Council, its Executive Board, and the various committees thereof, but without vote therein. All officers, with the exception of the Scout Executive and District, Field and Neighborhood Commissioners, shall be elected from the Membership of the Council and all shall be elected in such manner and shall perform such duties as are prescribed in the By-Laws.

Section 2. This Council shall elect annually such representatives to the National Council as it may be entitled to, in accordance with provision of the By-Laws of the National Council.

Section 3. Honorary Officers and/or Honorary Members may be elected at the discretion of the Council, who shall serve without vote.

Section 4. Any vacancies among the officers of the Council shall be filled by appointment by the Executive Board for the remainder of the term.

Article VI - Meetings

Section 1. This Council shall hold an annual meeting between May 1st and May 31st, for the purpose of receiving reports, conducting elections, passing upon the application for renewal of charter and transacting such other business as may properly come before such meetings. It may hold other meetings, as may be provided for in the By-Laws. On written request of one-fifth of the membership of the Council, the President shall cause a meeting of the Council to be held within thirty days after the presentation of such request.

Section 2. Formal notices of all meetings shall be sent so as to be received at least one week in advance of the meeting. One-fifth of the duly registered membership shall constitute a quorum. Voting by proxy shall not be permitted.

Article VII - Executive Board and Committees

Section 1. There shall be an Executive Board of the Council which shall include representation of the group of members of the Council representing sponsoring institutions and of the various interests of the Council territory, and shall include the elected officers of the Council, the Chairmen of all Council Operating and Planning Committees and District Committee representatives, as provided for in the By-Laws. The Executive Board shall exercise the powers of the Council between meetings of the Council except amending the Constitution, and shall be responsible for coordinating the work of the Districts and the various phases of the Council program.

Section 2. There shall be a sub-committee of the Executive Board consisting of at least three members with which the Scout Executive may consult on matters involving the exercise of discretion or the interpretation of policies. This committee shall, during the intervals between meetings of the Executive Board, have power to act on behalf of the Executive Board and the Council, subject to the approval of the Executive Board at its next regular meeting.

Section 3. There shall be Operating and such Planning Committees as are provided for in the By-Laws.

A. The Operating Committees shall be responsible for the development and making effective of Local Council programs and policies in accordance with National Council standards and requirements as related to their specific functions, as prescribed in the By-Laws. They shall include: Committee on Organization and Extension; Committee on Leadership Training; Committee on Camping; Committee on Activities; Committee on Advancement; Committee on Health and Safety; Committee on Finance.

B. Planning Committees shall serve in a cooperating and advisory capacity to the Executive Board, the Operating Committees and administrative officers of the Council in their respective fields of activity.

Article VIII - Finance and Property

Section 1. All funds and property of this Local Council and of recognized Scout Units operating therein shall be obtained, held and administered in accordance with the procedure as stated in Article XII, Section 3 of the National Council By-Laws.

Section 2. The necessary expenses of this Council shall be met from funds secured by solicitation or otherwise, in accordance with the general rules and regulations of the National Council pertaining to the raising of funds for Scouting purposes. Subject to such general rules and regulations of the National Council, the Local Council shall control the raising and expenditure of all funds for local Scout work in its jurisdiction.

Section 3. All funds of this Council or handled on behalf of this Council or the National Council, from whatever source and for whatever purpose received, shall be deposited to the credit of the Council. The duly elected Treasurer shall be bonded, and funds shall be disbursed only upon the authority of the Council or its Executive Board, specifically given by resolution of a duly called meeting, as is more fully set forth in the By-Laws. An annual statement of the receipts, expenditures, assets and liabilities of the Council, duly audited, shall be made to the Local Council and a copy submitted to the National Council.

All receipts from registration fees, the sale of supplies, BOYS' LIFE subscriptions, and any other funds of the National Council which are received by this Council for transmission to the National Council shall be carefully segregated, either by deposit in a separate and special bank account or, when maintained in the regular Council bank account, through adequate bookkeeping and accounting procedure, as may be determined by the Executive Board.

Article IX - Amendments

This Constitution may be amended at a regularly called meeting of the Council, provided that a copy of the proposed amendment or amendments accompanies the call for the Council meeting, and provided further, that such proposed amendment or amendments, shall have had prior thereto the consideration of the Executive Board of the Council at a duly called meeting. All proposed amendments shall be submitted to the National Council for approval before becoming effective locally.

Tamarack Council, Inc.
Boy Scouts of America.

By-Laws

Article I - Membership

Section 1. Each Institution, organization or group to which charter has been granted for the operation of one or more Units of Cub Scouts, Boy Scouts or Explorers shall elect an Institutional Representative who shall automatically become a member of this Council in accordance with provisions of the National Council By-Laws, Article XII, Section 1, Clause 6, and who shall serve for such period as the institution or group of citizens desire, but only during such time as said institution or group of citizens may be chartered. Members at large and associate members may be elected by the Council to the membership of this Council provided they are qualified under the requirements of the Constitution and By-Laws of the National Council and the provisions of Article IV of the Local Council Constitution.

Section 2. The membership of this Council shall consist of not less than 50 members.

Note: A membership of fifty or more will probably be found necessary in order to make possible the formation and satisfactory functioning of the various committees of the Council and to provide adequate representation.

Article II - Officers

The elective officers of this Council shall be a President, ~~not more than five Vice-Presidents~~, a Treasurer, and a Scout Commissioner. There shall be a Scout Executive who shall also fill the office of Secretary. Upon recommendation of the Scout Executive, the Executive Board may appoint and remove from office Assistant Scout Executives, Field Scout Executives, Field Scout Commissioners, Assistant Field Scout Commissioners, District Scout Commissioners, Assistant District Scout Commissioners, and Neighborhood Scout Commissioners as may be required.

Article III - Duties of Officers

Section 1. PRESIDENT - The President shall give supervision to the Council and its officers, and see that its constitutional duties and obligations, National and Local, are fulfilled. He shall preside at all meetings of the Council and of the Executive Board, and shall be an ex-officio member of all committees. He shall appoint the Chairmen of all Council Committees and the members of the Subcommittee of the Executive Board as provided elsewhere in these By-Laws.

Section 2. VICE-PRESIDENTS - The Vice-Presidents shall assist the President in the exercise of his duties and shall, in the priority of their election, perform the duties of the President at all times when he cannot give active service.

Section 3. TREASURER - The Treasurer shall receive and hold in custody, subject to the order of the Council or its Executive Board, for the disbursement thereof, all monies received by the Council from whatever source and for whatever purpose. All funds in the custody of the Treasurer shall be maintained in a separate account in a banking institution, and an accurate account under the necessary classifications or sub-divisions shall be maintained. The disbursement of the funds of this Council shall be upon written or printed order signed by a duly elected officer and countersigned by another duly elected officer, whose names shall appear in the minutes of the meeting at which they were designated, and whose signatures shall be filed with the Treasurer.

The Treasurer shall report the state of the treasury at all regular meetings of the Council and at all other times when requested by vote, and shall make a public report, duly audited, of all money received and disbursed, also a statement of assets and liabilities, filing a copy with the National Council at the close of each fiscal year.

At the request of the Unit Committee of any Unit under the jurisdiction of this Council, the Treasurer may hold in trust for such group or Committee, funds of the group, or set aside for its use or benefit. Such funds, in whole or in part, shall be transferred to

the custody of a Unit or institutional Treasurer upon duly accredited authority for such transfer.

Section 4. SCOUT COMMISSIONER - Subject to and without conflict with the duties of other officials of this Council and in such manner as to aid the Scout Executive in the performance of his responsibilities, the Scout Commissioner's responsibilities shall be

- a. Serve as Counselor and Advisor to the Scout Executive in promoting Scouting activities and in developing uniform interpretations of the policies and procedures relating thereto and of the requirements for advancement in the program of Scouting.
- b. On recommendation of the Scout Executive and with the approval of the Executive Board, supervise the work of the Commissioner Staff.
- c. Serve as Chief Inspection Officer in accordance with plans developed with the cooperation of the Local Executive Board and the Scout Executive, and in this office, give leadership to the promotion and maintenance of National Scouting policies and standards relating to the appearance and use of the Uniform and the location of all Badges and Insignia.
- d. Serve as the Chief Morale Officer among the volunteer Scouters of the Council, and through his personal enthusiasm foster confidence in the volunteer leadership of the Council and in its Executive Staff and encourage Scoutmasters to carry on in their work.
- e. Be called upon to preside over gatherings of boys and leaders of the Council, and to lead in the public demonstrations as the representative of the Scouting constituency of the Council.

Unless otherwise provided by resolution of the Executive Board.

Section 5. FIELD SCOUT COMMISSIONERS, DISTRICT SCOUT COMMISSIONERS, ASSISTANT DISTRICT SCOUT COMMISSIONERS, NEIGHBORHOOD SCOUT COMMISSIONERS, shall serve as volunteer field workers under the supervision and direction of the Scout Executive, or someone deputized by him for that purpose. District, Assistant District, and Neighborhood Scout Commissioners shall serve in a helpful and cooperative supervisory relationship to the Scouting Units through their respective leaders, in making effective their operation in accordance with the established program and policy of this Council.

Field Scout Commissioners, having been selected as men qualified for definite functional responsibility, will serve as general field representatives of the Council in the interest of promoting and advising relative to the technique of a specific program with which they are identified by title and function, such as Cub Scouting, Exploring, etc.

1. The District Scout Commissioner.
 - a. Shall serve as a member of the District Committee and shall have an advisory relationship to the Operating Committees of the District.
 - b. Shall coordinate and supervise the work of Neighborhood Commissioners in his District and shall maintain a cooperative, supervisory relationship to Field Commissioners when working in his District.
 - c. Shall preside at Roundtable meetings of Scouters in the District.
2. The Assistant District Scout Commissioner.
 - a. Shall assist the District Scout Commissioner in the performance of his duties of coordination and supervision of the work of the Neighborhood Commissioners in his District.
3. The Neighborhood Commissioner.
 - a. Shall maintain a helpful cooperative relationship to the leadership of such Scout Units as are operating under the sponsorship of each institution or group of citizens to which he has been assigned.
 - b. Shall be responsible for maintaining a high standard of performance and shall, wherever practicable, be related to not more than four Units.
 - c. Shall encourage the maintaining of an adequate program in the Scout Units to which he is related, including the training of Junior leaders, the outdoor program and the use of administrative devices such as the Budget Plan, in the interest of Unit efficiency.

Section 6. SCOUT EXECUTIVE.

Clause 1. The Scout Executive of this Council shall be, under the direction of the Executive Board, the chief executive officer of the Council and as such shall be responsible for the administration of the Council program and for making effective within the territory over which the Council has jurisdiction, the policies and programs of the Council in accordance with the provisions of the Constitution and By-Laws of the National Council of the Boy Scouts of America and such rules and regulations as may be adopted by the National Council from time to time.

Clause 2. He shall be responsible for maintaining standards, guarding against the issuance of commissions to unqualified men and safeguarding the sale and use of Official Badges and Uniforms in accordance with established regulations.

Clause 3. As Secretary of the Council, he shall be

responsible for the minutes of all meetings of the Council, Executive Board, Council Committees and District Committees and for such records as will make possible the measuring of results and the necessary reports for renewal of charter. He shall prepare an annual report covering the activities and achievements of the Council, which shall be presented to the Council at the annual meeting, made public to the community and transmitted to the National Council.

Clause 4. As Secretary of the Committees of the Council, he should acquaint himself with the best methods and standards for Scout work along the lines of the various Committees, so as to be of the greatest assistance to the Committees in fulfilling their functions. In this connection also, he should survey conditions throughout the Council territory, recommend action, bring to the attention of the Committees, the Executive Board and the Council both the successes and failures in the operation of this and other Councils, so that the greatest possible service may be rendered to the individual boys, the community and the nation.

Clause 5. He shall be in charge of the Council headquarters office and, subject to the approval of the Executive Board, he shall have power to appoint and remove all clerical employees of the Council and to direct their work.

Clause 6. It is the function of the Scout Executive to secure the desired results through effective leadership, primarily of volunteer workers, reducing to a minimum the machinery of organization and keeping the Boy Scout Program available as a Movement as largely as is practicable.

Section 7. NATIONAL COUNCIL MEMBER. The duties of delegate members of the National Council shall be to attend the annual meeting of the National Council and participate in its proceedings, and perform such other duties as may be assigned to them, either by this Council or the National Council. As liaison officers between this Council and the National Council they shall

- (a) Present the point of view of this Council to the National Council in respect to matters of National policy and procedure.
- (b) Interpret to this Council decisions and policies of the National Council and assist this Council in its responsibility to make effective and bring about an understanding among local Scouters of such decisions and policies of the National Council.

The National Council members from this Council shall serve as members of the Regional Committee and shall attend all Regional Committee meetings and participate in the proceedings thereof.

Article IV - Nominations, Elections and Appointments

Section 1. At least thirty days prior to the date of the Annual meeting of the Council, the President shall appoint, subject to the approval of the Executive Board, three to five members of this Council to serve as a nominating committee to make nominations at the annual meeting of the Council for elective officers and members at large of the Council and for the elective members of the Executive Board, including the nomination for election to the Executive Board of the District Chairmen, all of whom shall serve for one year, beginning September 1st, or until their successors have been elected and qualified. The committee shall be made known to the entire membership of the Council so that recommendations may be made for its consideration. All elections shall be by ballot and voting by proxy shall not be permitted.

Section 2. The President shall appoint as soon after his election as possible, with the advice and approval of the Executive Board, from the membership of the Council, the Chairmen of the Operating and Planning Committees. The personnel of these Committees shall receive formal appointment by the Executive Board upon recommendation of the respective Committee chairmen and the President. Each Operating Committee shall include in its membership the Chairman of the corresponding committee in each of the Districts of the Council.

The President shall appoint the members of the sub-committee of the Executive Board with the advice and approval of the Executive Board.

Section 3. The Scout Executive shall be appointed and may be removed by the Executive Board, said appointment to be in accord with Article VI, Section 4, Clause 3 and Article XIII, Sections 16 and 17 of the By-Laws of the National Council and the pamphlet entitled, Personnel Practices in the Professional Service of Scouting. Assistant and Field Scout Executives shall be appointed by the Executive Board on the recommendation of the Scout Executive and in accord with the same procedure as herein before set forth for the Scout Executive.

Section 4. The Field Scout Commissioners and Assistant Field Scout Commissioners shall be appointed by the Executive Board upon the recommendation of the Scout Executive. District Scout Commissioners shall be appointed by the Executive Board on the recommendation of the District Committee and the Scout Executive. Assistant District Scout Commissioners and Neighborhood Scout Commissioners shall be appointed by the Executive Board on the recommendation of the District Commissioner, the District Committee and the Scout Executive. All the officers mentioned in this section are appointed annually as indicated, subject to the approval and issuance of commissions by the National Council.

Article V - Meetings

Section 1. The regular meetings of this Council shall be held in such place within the territory under the Council's jurisdiction as the President or the Executive Board may direct during the months

of May, September and January. The May meeting shall be the annual meeting.

Section 2. Special meetings of this Council may be called by the President or the Executive Board on their own initiative or at the request in writing of one-fifth of the membership of the Council. The President shall call a special meeting of the Council to be held within thirty days after the presentation of such a request. The notice of all special meetings shall contain a statement of the purpose of the meeting or of the special business to be transacted.

Section 3. At the regular meetings of this Council opportunity shall be provided for the Executive Board to give a report of action taken and progress made since the previous Council meeting, in the administration of the Council.

At the Annual Meeting detailed reports will be made on all phases of Scouting and the work of the Council, including both accomplishments and weaknesses. These reports should present factual data as to conditions in the Council as related to the extension of Scouting, training of leaders, Health and Safety, Advancement, Camping, Finance (including an audited statement) and any other matters having to do with the successful operation of Scouting within the Council territory. They should also outline plans for the future, especially those having to do with the strengthening of those phases of the Council Program in which results have been unsatisfactory.

Section 4. At least two months in advance of each regular meeting of the Council, the President shall, subject to the approval of the Executive Board, appoint from three to five members of the Council as a Committee on Program and Resolutions for the next Council meeting. Notices of such meetings shall announce the membership of this committee and invite suggestions from each member of the Council for the arrangement of the program and resolutions to be considered at the meeting. All resolutions thus submitted, or which may be offered at the meeting, shall be in writing. They shall be considered by this Committee and submitted to the Council with recommendations.

Article VI - District Organization

Section 1. For the purpose of area service, administration and finance, the Council territory shall be divided geographically into such districts as the Executive Board may determine and which serve a natural trade area, and as may be agreed to by representative citizens of the respective communities within such proposed districts.

Section 2. The supervision of Scouting in each District shall be exercised by the Council through a District Committee consisting of all Council members residing within the District and District members at large elected by the District Committee.

Section 3. Each District Committee shall elect a Chairman and Vice Chairman and shall, in cooperation with the Scout Executive, nominate a District Commissioner for appointment by the Executive Board of the Council. The District Chairman shall be nominated for

election by the Council as a member of the Executive Board of the Council. Assistant District and Neighborhood Scout Commissioners may be appointed as needed, as provided for in Article IV, Section 4 of these By-Laws.

Section 4. Each District shall be so organized as to have Committees of like name and function as the Council Operating Committees; and each Council Operating Committee shall include in its membership the Chairmen of the Corresponding Committee in each of the Districts of the Council. Such Committees in each District shall be responsible for cooperating in making effective the policy and program as adopted by the Council Committee of like name and function and as approved by the Executive Board.

The Chairmen of the District Operating Committees shall be appointed by the District Chairman with the advice and approval of the District Committee. The members of the District Operating Committees shall be appointed by the District Committee, upon the recommendation of the respective Committee Chairmen and the District Chairman.

Section 5. The District Committee, including the committees of the District, has no legislative authority. Its purpose is to make effective in the territory the policies and programs as adopted by the Council, the Executive Board and Council Committees. The District, through its representation on the Council, the Executive Board and the Council Committees, has a voice in the shaping and determination of all policies.

Section 6. The District Committee shall meet monthly at such time and place as may be agreed upon within the District (except during July and August). A quorum shall consist of one-third of the members of the Committee. The business transacted at each monthly meeting shall include the receiving of reports from the various Chairmen, the Executive or Field Executive (serving as Secretary of the District Committee), the District Commissioner, and such other business as the Chairman and Officers and Executive or Field Executive may indicate.

The District Committee meeting immediately preceding the annual Council meeting shall be the annual meeting of the District. At least one month prior thereto a Nominating Committee shall be appointed from the membership of the District Committee by the District Chairman which shall make nominations of District Officers and members at large for election at the annual meeting. At this meeting the Officers and Committees of the District shall present formal reports of the year's activities.

Article VII - Executive Board

Section 1. The Executive Board of this Council shall consist of the President, Vice-Presidents, Treasurer and Scout Commissioner, together with the Chairmen of all Operating and Planning Committees. Each District Committee shall nominate its chairman for election by the Council as a member of the Executive Board. There may also be members at large of the Executive Board, to be elected by the Council from the membership of the Council. Between meetings of the Council, the Executive Board may elect additional members at large. The

total membership of the Executive Board shall not exceed 40 members, one-third of whom shall constitute a quorum.

The Scout Executive shall serve as Secretary of the Executive Board but without vote.

Section 2. The Executive Board shall meet monthly except during July and August, at such time and place as it may determine. Special meetings of the Executive Board may be held subject to the call of the President or on written request of one-fifth of the membership of the Board.

Section 3.

Clause 1. The Executive Board shall exercise all the powers of this Council during the intervals between Council meetings. This shall not be construed to include the right to amend the Constitution.

Clause 2. The Executive Board is responsible for the carrying out of resolutions, policies and activities voted by the Council through the regular channels, as indicated in the duties of the officers and committees of this Council.

Clause 3. The Executive Board shall elect and employ the Executive Staff, as provided for in Article IV, Section 3.

Clause 4. The Executive Board, with the advice and approval of the National Council, shall act as a court of last resort for the settlement of local questions of policy or procedure, which may not be determined by the Constitution, By-Laws, regulations or policies, national or local.

Section 4. The sub-committee of the Executive Board may exercise the powers of the Executive Board in such matters as may require action between the meetings of the Executive Board, subject to the approval of the Executive Board.

Article VIII - Council Committees

Section 1.

Clause 1. The Committees of this Council shall be divided into two groups. First, those designated as Operating Committees; and, secondly, those designated as Planning Committees. These Committees shall be appointed annually by the President of the Council with the advice and approval of the members of the Executive Board and all actions of such Committees shall be subject to formal approval of the Executive Board from time to time.

Clause 2. The Operating Committees shall be so organized as to provide for the coordination of the work throughout the entire area as provided for in these By-Laws. The Operating Committees shall be reproduced in each District of the Council and each Operating Committee shall include in its membership the Chairmen of the corresponding Committees in

the Districts. The Operating Committees shall be concerned with the development of policy, program and procedures for approval by the Executive Board in the interest of the uniform development and extension of Scouting throughout the Area. They shall, through the representative members of the Committees from each District, make certain that the District Committees of like name and function operate in making effective the policies, programs and procedures as adopted.

The Operating Committees shall function throughout the year, meeting as often as in the judgment of the respective Committee Chairmen, Council President or Scout Executive may be necessary.

Clause 3. There shall be such Planning Committees as the Executive Board may deem necessary, which shall serve in a cooperative and advisory capacity to the Executive Board, Operating Committees and administrative officers of the Council in their respective fields of activity. They shall be guided by the program material as made available by the National Council and shall make recommendations in the light of their experience and knowledge of local conditions.

The Planning Committees shall not be duplicated in the Districts and shall meet only as often as there is a specific task to be performed.

Section 2. OPERATING COMMITTEES.

Clause 1. COMMITTEE ON ORGANIZATION AND EXTENSION.

1. This Committee shall,

- a. Establish such local policies with reference to the organization of Units as may be necessary;
- b. Prepare an annual program of organization and with the cooperation of the District Committees on Organization and Extension see that this program is effectively promoted, to the end that every eligible boy in the territory of the Council may have an opportunity to participate in such way as he may desire.
- c. It shall make such surveys as may be necessary from time to time, in order to reveal the actual needs and opportunities as a basis for the extension and development of the program.

2. It shall develop and maintain friendly, cooperative relationships with established institutions in the territory, including churches, schools, farm organizations and civic, fraternal, service, and welfare organizations.

3. It shall be responsible for securing favorable action by the directing boards of local institutions or groups of citizens and for the organization of Units under their sponsorship. In carrying through the organization of a Unit, close working relationship will be maintained with the District and Neighborhood Commissioners related thereto, so that a smooth transition from organization to supervision may be made when the organization is completed. As a part of the organization procedure of a new Unit, this Committee shall see that the leaders of such Unit are enrolled in the training courses available.
4. It shall handle organization problems in existing Units, including the reviewing and passing on applications from Units for permission to enroll members in excess of the prescribed limit.
5. This Committee, with the cooperation of the District Committees on Organization and Extension, and of the related Commissioners shall conduct an annual review of the leadership, program and accomplishments of each Unit at the time it applies for renewal of charter, in order to determine whether a satisfactory effort has been made to carry out the Scout Program, as required in Article XII, Section 1, Clause 3, of the National By-Laws. Such review shall furnish the basis of the Committee's recommendation as to whether the Unit's charter should be renewed.
6. This Committee shall promote the use of the Budget Plan by the Units of this Council as an aid to the satisfactory and efficient handling of Unit finances and an effective method of training in thrift.

Clause 2. COMMITTEE ON LEADERSHIP TRAINING.

1. This Committee shall,
 - a. Establish such local policies with reference to the training of leaders as may be necessary.
 - b. Prepare an annual program of progressive training and with the cooperation of the District Committees on Leadership Training see that this program is effectively promoted, to the end that all leaders have an opportunity to secure training as needed and may also appreciate the importance of taking advantage of such opportunities.

The training program shall include courses in Cub Scouting, Boy Scouting and Exploring and such additional conferences and courses as will meet the needs of qualified leaders, as revealed by a study of training records of individual Scouters. It shall also include specific training for Camp Leaders, Commissioners, Merit Badge Counselors, Committeemen and such other Scouters as may be

deemed necessary. Emphasis should be placed upon the importance of providing training for Junior Leaders. In developing these courses, standard training outlines or others as approved by the National Council shall be used.

It shall be recognized as a primary objective of the Council training program that every Unit shall have at least one trained leader.

2. This Committee shall develop suitable occasions for the recognition of Scouters who have completed training courses, the awarding of certificates and particularly recognition for those who qualify for the Scouter's Key and the Scouter's Training Award.
3. This Committee shall establish minimum requirements of training, to be fulfilled by applicants for a commission as leaders of boys in the program of the Boy Scouts of America. It shall develop procedures for keeping in touch with those who have received training in order that it may be informed as to their success as leaders and thus be in a position to evaluate the effectiveness of the Training Program of the Council and to strengthen the program as needed.

Clause 3. COMMITTEE ON ADVANCEMENT.

1. This Committee shall,
 - a. Establish such local policies and procedures relative to advancement as will encourage boys to advance in the Scouting Program.
 - b. Prepare an annual program which recognizes the four phases of preparation, examination, review and award and which will provide facilities and opportunities for Boy Scouts and Explorers to demonstrate that they have fulfilled the requirements for the various ranks and achievements and for the presentation of Badges and Awards for which Scouts have qualified. With the cooperation of the District Committees on Advancement, this Committee shall see that this program is effectively promoted in such ways as will contribute to the boys' character development and training for citizenship.
 - c. Develop and recommend to the Executive Board for approval policies and regulations governing the organization and procedure of Council and District Courts of Honor and Boards of Review, the conduct of examinations and all matters pertaining to the advancement of Scouts and the granting of recognition therefor, all being subject to Article XII, Section 2, Clause 8, and Article XVI of the By-Laws of the National Council.

2. The Committee on Advancement shall stimulate advancement by Cub Scouts in accordance with the requirements and procedures of the Cub Scout Program as established by the National Council and shall see that adequate opportunity and facilities are provided whereby Cub Scouts may qualify for advanced rank and receive recognition for their achievements.
3. The Committee on Advancement shall stimulate advancement by Boy Scouts in accordance with the requirements and procedures of the Boy Scouting Program as established by the National Council and shall see that adequate opportunity and facilities are provided whereby Boy Scouts may qualify for advanced rank and receive recognition for their achievements.

The Committee shall supervise the operation of the Advancement procedure as it is carried out in Troops, by promoting an understanding thereof by the Troop Leaders and Committee, and cooperating in their training in the principles and conduct of the Troop Advancement plan. It shall see that District facilities, including Boards of Review and Courts of Honor, as needed, are available for members of Troops which are not considered ready or qualified to use the Advancement procedure.

4. The Committee on Advancement shall be responsible for encouraging each Explorer Unit to develop adequate advancement procedure in accordance with National policy and shall make sure that advancement standards are maintained.
5. The Committee on Advancement shall approve such qualified Counselors for the various Merit Badges as may be called for by the desire of Scouts to qualify for Merit Badges, shall assist in their training and supervise their work.
6. All of the procedures for which the Committee on Advancement is responsible shall be carried out in such a way as to assure strict adherence to the standards set forth in the publications of the Boy Scouts of America and demonstration by Scouts that the requirements have been met in a satisfactory manner, and so as to reduce to a minimum the necessity of the boy traveling long distances, and so as to provide sufficiently frequent opportunities for boys to qualify for and receive awards to prevent disappointment due to delays.
7. The Committee on Advancement shall be responsible for recommending to the National Court of Honor those boys who have qualified for awards from the National Court of Honor.

Clause 4. COMMITTEE ON CAMPING.

1. This Committee shall,
 - a. Establish such local policy with reference to camping and hikes as may be necessary.
 - b. Prepare an annual balanced program of camping and hikes and with the cooperation of the District Committees on Camping, see that this program is effectively promoted and carried out through Units by the stimulation of their interest and participation.
2. It shall see that Troop and Explorer Unit Committees understand and recognize their responsibility for assuring an adequate year-round program of camping and hiking for the Troop and Unit, in order that every Boy Scout and Explorer may have an opportunity to enjoy a satisfactory camping experience each year.
3. It shall cooperate with the Scout Executive in maintaining National standards with reference to camping and in providing facilities whereby Scouts may engage in camping in accordance with established Scout methods.
4. It shall recommend the issuing of permits for Council, Troop, Patrol, Explorer, or other camps coming under the jurisdiction of this Council upon endorsement of the Scout Executive certifying that these camps meet the minimum standards of the National Council. All such permits should be reported to the Executive Board at its next regular meeting. This Committee shall be responsible for the visitation of all camps for which it has issued permits.
5. It shall review the plans and arrangements of all extensive tours by Scouts of this Council outside of the Council, except to its regular established camping site, and no such tour shall be undertaken unless approved in advance by this committee subject to the issuance of a permit by the National Council.
6. It shall cooperate in the selection and purchase, care and maintenance of camping equipment and camp sites for Scouting purposes, as well as Sea Explorer equipment. It shall investigate and report to the Executive Board on camps not under the jurisdiction of this Council which Scouts from this Council are invited to attend.
7. This Committee shall prepare and recommend an annual budget for camps and camping activities subject to review by the Finance Committee and approval by the Executive Board, as a part of the Local Council budget.

Clause 5. COMMITTEE ON ACTIVITIES AND CIVIC SERVICE.

1. This Committee shall,
 - a. Establish such local policies with reference to outdoor activities, special events and civic service as may be necessary.
 - b. Prepare an annual balanced program of special events and civic service, and with the cooperation of the District Committees on Activities, see that this program is effectively promoted and carried out through Units by the stimulation of their interest and participation.
2. This Committee shall prepare and recommend an annual budget for activities such as the Scout Circus, the Camporee, and Civic Service, all subject to review by the Finance Committee and approval by the Executive Board, as a part of the local Council budget.
3. This Committee shall be responsible for carrying out the policy on Cub Scout activities, avoiding all Council-wide, District-wide and inter-Pack activities involving Cub Scouts.
4. This Committee shall be responsible for the development and promotion of an annual balanced program of Special Events such as Circuses, Merit Badge Shows, Boy Scout Week celebration and Camporees, which will contribute to the effectiveness of the program of Scouting in the development of character and training for citizenship of its boy members and for securing participation by Units, in such programs. When desirable this Committee may create temporary committees for the promotion of major activities such as Merit Badge Shows, Circuses or Camporees.
5. This Committee shall maintain an annual survey of Civic Service opportunities for boys in the Council territory, from which it will be responsible for the development of an annual balanced program of Civic Service for Units and its publication and distribution to the Units of the territory. It shall promote the participation of boys in such community and national service as the Executive Board may approve and stimulate plans for the actual fulfillment of the Scout Oath and the Daily Good Turn. This Committee shall provide an opportunity for Cub Scouts to engage in service activities on a neighborhood basis consistent with the National policies and the program of Cub Scouting.

This Committee shall receive all requests for Civic Service and with the Scout Executive shall pass thereon, subject to the approval of the Executive Board.

This Committee shall regulate all service according to the By-Laws of the National Council, Article XVII, safeguarding so far as possible the time which boys should reserve for school and home duties, and so planning as to make their service of the greatest possible effectiveness and value in citizenship training to the boy.

Clause 6. COMMITTEE ON HEALTH AND SAFETY.

1. This Committee shall,

- a. Establish such local policies as may be necessary to insure that all activities in which boys engage shall be carried on under safe and healthful conditions.
- b. Prepare an annual program of health and safety, directed toward the protection of boys, their education in safety skills and health practices and the rendering of service in time of emergency or disaster, and with the cooperation of the District Committees on Health and Safety, see that this program is effectively promoted.

2. This Committee shall, with the cooperation of the administrative officers of the Council, be responsible for the advance reviewing of all planned activities of the Council with a view of making such recommendations as may be necessary to better safeguard and promote the good health and safety of the members of the Boy Scouts of America, as they may be related to any programmed activity. It shall develop and promote adequate plans for the protection of the health and safety of members of the Boy Scouts of America at all places where they officially gather. In carrying out the foregoing, the Committee shall be responsible for:

- a. Inspection of meeting places (with the cooperation of the Unit Committee), camps, transportation equipment, and boats used for all purposes, and recommendations for improvements where necessary.
- b. Encouraging prompt medical examinations of new boys and all Leaders, Boy Scouts and Explorers attending camp, for the purposes of:
 1. Limiting physical activities when necessary;
 2. Determining remediable defects.
- c. Cooperation in training of Leaders in the theory and practices of protection.
- d. Investigation of all serious accidents and cases of serious sickness occurring while these groups are participating in their programs.

3. It shall plan a procedure; (A) for the training of boys in safety skills and for disseminating health knowledge through such means as activities, visual education, publications and brief discussions; (B) to interest parents in the correction of remediable physical defects of their sons.
4. It shall develop with the Organization and Extension Committee, one or more Units of Explorers to be known as Emergency Service Corps, which will function in the event of minor or major disasters within the Council territory, this to be done in cooperation with the American Red Cross, and in accordance with the plan outlined by the National Council.
5. It shall endeavor to enlist the cooperation of related organizations in developing a program whereby boys may undertake specific health and safety activities coordinated with the programs of these other organizations.

Clause 7. COMMITTEE ON FINANCE.

1. This Committee shall,
 - a. Establish such local policies as may be necessary with reference to the financing of the Council or any Unit within the Council's jurisdiction.
 - b. Prepare annual and long term finance programs for the Council and, with the cooperation of the District Committees on Finance, see that these programs are effectively promoted.
2. The Committee on Finance shall devise ways and means of obtaining the funds necessary to meet the authorized budget for carrying out the work of this Council. This shall include:
 - a. Serving as advisors to the Executive Board in maintaining an active, cooperative relationship with all Community Chests to which the Council is related. When a Community Chest cannot meet its full obligation to the Council this Committee shall, if it is advisable, give leadership to conducting supplementary or sustaining membership efforts to provide needed funds.
 - b. Creating the organization to carry on the annual finance campaigns in those communities in which there are no Community Chests.
 - c. Conducting a program of contributor cultivation so that their interest may be kept alive and growing.

- d. Maintaining an active cultivation of bequests, endowments and trust funds.
 - e. Conducting special campaigns for capital funds when needed.
3. This Committee shall develop a long term Finance Plan for the Council in terms of long-range programs of the various Committees of the Council. This Plan shall be adjusted from year to year so that there is always before the Council the finance needs in the years immediately ahead.
 4. Prior to the beginning of this Council's fiscal year this Committee shall present in writing to the Executive Board, an itemized estimate of the income and expenses for the ensuing year, including the Council's annual payment to the Retirement fund for Council employees, the annual quota in support of the program and service of the National Council, and upon approval of the Executive Board, this budget shall become the basis for the financial operation of this Council. No obligations beyond the amount stipulated in the authorized budget shall be incurred by any officer or agent of the organization unless especially authorized by the Executive Board.
 5. No funds shall be raised for or in the interest of the Boy Scouts of America by an individual, Unit or District unless the plan is sanctioned by the Finance Committee and approved by the Executive Board in advance.
 6. This Committee shall see to it that an audit of all of the books and accounts of this Council is made each year by a Certified Public Accountant, such audit to include a Balance Sheet, and set forth in detail all outstanding obligations of the Council.

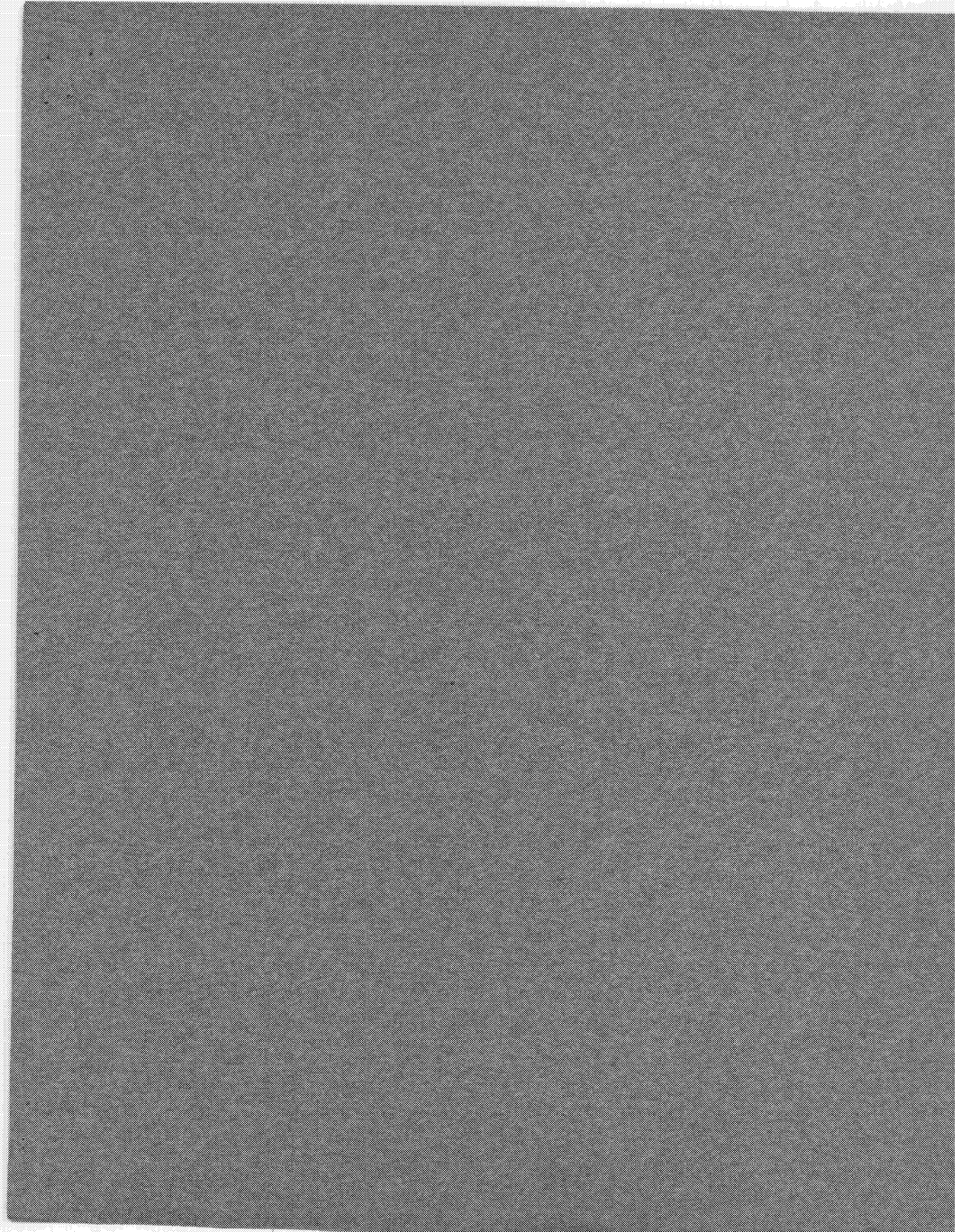
Clause 8 - COMMITTEE ON PUBLIC RELATIONS

1. This Committee shall advise and cooperate with the Executive Board and Scout Executive in the formulation of such local policies with reference to the publicity program of the Council as may be necessary.
2. It shall prepare or cause to be prepared an annual program of publicity for the Council, the purpose of which shall be to stimulate the desire of boys to come into Scouting and the willingness of men to give personal service in carrying out the Scouting program; also to keep the general public informed as to the benefits, methods and objectives, as well as the needs of Scouting to the end that they will adequately support the work of this Council.

Such publicity program should embrace all methods and avenues of publicity which may be available such as newspapers, magazines, speakers, radio, television, motion pictures, posters and demonstrations of Cub Scouting, Boy Scouting and Exploring activities.

Article IX - Amendment

These By-Laws may be amended at any meeting of the Executive Board upon the recommendation of the sub-committee of the Executive Board or when the proposed amendment has been submitted to the members of the Executive Board, in writing, at least fifteen days in advance of the meeting. Or such amendment may be made by action of the Council upon recommendation of the Executive Board, when such amendment has been duly considered and presented by the Committee on Program and Resolutions. All proposed amendments shall be submitted to the National Council for approval before becoming effective locally.



Approved for local council use by the National Executive Committee of the Boy Scouts of America effective October 17, 2016.

Note: This template may be modified to comply with the laws of the state of incorporation. In the final version, footnotes should be deleted and blanks filled in before submission.

BYLAWS _____COUNCIL

ARTICLE I. NAME

The name of the corporation is _____ Council, Inc., Boy Scouts of America, sometimes referred to in these bylaws as the "corporation" Or "the local council."

ARTICLE II. PURPOSE AND RESPONSIBILITIES

PURPOSE

SECTION 1.

The corporation shall promote, within the territory covered by the charter from time to time granted it by the Boy Scouts of America and in accordance with the Congressional Charter, Bylaws, and Rules and Regulations of the Boy Scouts of America, and the local council charter granted by the Boy Scouts of America, the Scouting program of promoting the ability of boys and young men and women to do things for themselves and others, training them in Scoutcraft, and teaching them patriotism, courage, self-reliance, and kindred virtues, using the methods which are now in common use by the Boy Scouts of America. In achieving this purpose, emphasis shall be placed upon the educational program of the Boy Scouts of America and the oath, promise, and code of the Scouting program for character development, citizenship training, leadership and mental and physical fitness.

The corporation shall fulfill the basic purpose of the Scouting movement within its territory, making Scouting training available to all boys and young men and women and serving organizations and community groups using the Scouting program while maintaining standards and policies, protecting official badges and insignia, and reviewing and making recommendations regarding unit leadership and finances.

However, no church or religious organization holding a valid charter shall be required to accept as adult leaders any person whose espoused personal beliefs are in conflict with the chartered organization's religious principles.

RESPONSIBILITIES

SECTION 2.

As a council chartered by the Boy Scouts of America, the responsibilities of the corporation within its assigned territory and in accordance with its charter and in accordance with the applicable Bylaws, Rules and Regulations, policies, publications and interpretations of the National Council of the Boy Scouts of America shall be as follows:

Clause 1. It shall be the general duty of the corporation to promote and carry out the Scouting program and to operate in a sustainable fashion so as to maximize the efficient use of its resources for current and future Scouting programs.

Clause 2. The corporation shall guard against the use of the official uniform and insignia by persons not officially registered with the Boy Scouts of America and shall bring to the attention of the Boy Scouts of America any violation of regulations not within its power to prevent or any attempt to commercialize the Scouting movement.

Clause 3. The corporation shall, through its Scout Executive and other representatives, make the benefits of the Scouting program known to all organizations or community groups having contact with youth and cooperate in the organization of units so that qualified youth may have the benefit of the Scouting program.

Clause 4. The corporation shall provide means for assisting chartered organizations in securing and training qualified persons to serve as unit leaders and assistants, unit committee members, and chartered organization representatives. The corporation shall provide facilities and leadership in order that members and adult program participants may have experiences consistent with the applicable Scouting program with adequate facilities and supervision.

Clause 5. The corporation shall endeavor to recruit, train and provide qualified and trained leaders to administer and provide a quality Scouting program within its territory.

Clause 6. The corporation shall cooperate with the Boy Scouts of America in the selection of stores, located within the local council's territory, for appointment as authorized and licensed distributors of official uniforms, literature, and equipment. A sufficient number of stores shall be authorized by the Boy Scouts of America to provide adequate service to the youth and adult members in the territory served by the local council.

Clause 7. The corporation shall cooperate with the regional executive committee in the implementation of programs and plans to enhance the Scouting program.

ARTICLE III. MEMBERS OF THE LOCAL COUNCIL

NUMBER, CLASSES, AND QUALIFICATIONS

SECTION 1.

The corporate membership of the corporation shall be composed of active members and may also include associate members and honorary members; the corporate membership shall be known and designated collectively as the _____ Council of the Boy Scouts of America. All active, associate, and honorary members of the corporation must be registered as adult leaders as established by the Boy Scouts of America. The corporation also may enroll Friends of Scouting pursuant to clause 3 of this section. Friends of Scouting shall not be part of the corporate membership of the corporation unless elected as associate members pursuant to Clause 2.

Active Members

Clause 1. The active membership of the local council shall consist of chartered organization representatives and members at large. Chartered organization representatives shall represent organizations or community groups operating units. Each organization or community group to which a charter is granted by the Boy Scouts of America to operate one or more recognized Scouting units shall elect or appoint a chartered organization representative, who shall be other than the unit leader or assistant unit leader, as a member of the local council.

Members at large of the local council shall include persons chosen from the various business, civic, educational, labor, professional, social, and religious interests of the communities in the corporation's territory.

The local council shall have not fewer than 100 active members. At all times chartered organization representatives shall constitute a majority of the active membership of the local council. All members of the local council must be registered with the Boy Scouts of America.

Associate Members

Clause 2. The local council may elect as associate members of the local council persons desiring to maintain an active Scouter membership without assignment to active service. Associate members are not elected as members at large and shall have no vote but may wear the uniform and insignia. Associate members must be registered with the Boy Scouts of America.

Friends of Scouting

Clause 3. The local council may enroll as Friends of Scouting persons desiring to be identified through their financial support and influence in expansion of the corporation's program. Friends of Scouting who satisfy the eligibility requirements may be elected as associate members pursuant to clause 2 of this section. Friends of Scouting shall have no vote.

Honorary Members

Clause 4. The local council may elect as honorary members of the local council persons whose election may further the Scouting program. Honorary members are not elected as members at large and shall have no vote.

Registration of Members and Leaders.

Clause 5. The local council shall comply with the Bylaws, Rules and Regulations and published policies of the Boy Scouts of America in accepting, processing and approving member, adult program participant and adult leader applications for registration in the Boy Scouts of America.

ELECTION AND TERM; VACANCIES

SECTION 2.

Active Members

Clause 1. Chartered organization representatives shall become active members of the local council upon their selection or appointment by the chartered organization or community group and upon their being registered by the Boy Scouts of America as chartered organization representatives. Chartered organization representatives shall continue to be active members for such period as such organization or community group shall desire but in any event only during such time as such organization or community group shall continue to hold a charter from the Boy Scouts of America to operate a unit.

All other officers, chairs of committees of the board, district chairs, and Executive Board members must be registered leaders of the Boy Scouts of America and *must* first be elected as council members at large, if they are not chartered organization representatives.

Each member at large shall be elected at the annual meeting of the local council by the active members then in office, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the local council.

Associate and Honorary Members

Clause 2. Associate members and honorary members of the local council may be elected at the annual meeting of the local council by the active members then in office, shall take office immediately following such meeting, and shall hold office until the conclusion of the next succeeding annual meeting of the local council.

MEETINGS; QUORUM; VOTING

SECTION 3.

Annual Meeting

Clause 1. The annual meeting of the local council shall be held at such place within the corporation's territory or on property that is owned or leased by the corporation that is not located within the corporation's territory, and at such time as the Executive Board of the corporation may determine. The annual meeting of the local council shall be for the purpose of (a) receiving annual reports of the Executive Board, officers, and various committees, (b) electing members at large, associate and honorary members of the local council, local council representatives to the National Council, and regular members of the Executive Board, (c) receiving and approving financial statements showing the financial position of the corporation as of the close of its most recent fiscal year and the results of operations during such year, and (d) transacting such other business as may come before the meeting.

Other Regular Meetings

Clause 2. In addition to the annual meeting, the local council may have such other regular meetings as may be established by resolution of the Executive Board of the corporation. Each regular meeting shall be held at such place within the corporation's territory, or on property that is owned or leased by the corporation that is not located within the corporation's territory, as the President or the Executive Board may specify.

Special Meetings

Clause 3. Special meetings of the local council may be called by the President or the Executive Board at any time and shall be called within 60 days upon the request in writing of at least one-fifth of the active members of the local council (such request specifying the object of the special meeting). Special meetings shall be held at such place within the corporation's territory, or on property that is owned or leased by the corporation that is not located within the corporation's territory, as the President or Executive Board may specify except that a special meeting called to consider a proposal to merge or consolidate with one or more corporations which are chartered local councils of the Boy Scouts of America may, to the extent permitted by law, be held in the territory of one of such other corporations if the President or the Executive Board shall specify.

Notice

Clause 4. A written notice of any meeting of the local council, regular or special, shall be provided to each member of the local council who is entitled to attend the meeting at least 20 days in advance or earlier in the case of the annual meeting (see section 4) and shall indicate the time and place of and the business to be transacted at the meeting. No business may be transacted that is not the subject of prior notice.

Quorum

Clause 5. A quorum for the local council shall be _____¹ of the active members of the council.

Attendance at Meetings; Voting

Clause 6. All active, honorary, and associate members of the local council shall be entitled to attend any meeting of the local council. The local council may invite other persons to attend local council meetings but such persons shall have no vote. Each active member of the local council at a local council meeting shall be entitled to one vote and voting by proxy shall not be permitted. Nominations for elective offices shall only be made by the nominating committee, and nominations from the floor shall not be permitted. Except in the case of elections where voting shall be by ballot, voting at a meeting of the local council may be by ballot, voice, or show of hands as the chair of the meeting may rule unless otherwise determined by the members entitled to vote. Unless otherwise required by law, the articles of incorporation or these bylaws, any question presented to a meeting of the local council at which a quorum is present shall be determined by a majority of those actually voting.

NOMINATING COMMITTEE OF THE LOCAL COUNCIL

SECTION 4.

At least 90 days prior to the annual meeting of the local council, the President shall appoint, with the approval of the Executive Board, not fewer than three active members of the local council to serve as a nominating committee with the majority not being officers. The immediate past council president shall not be considered an officer for the purposes of the majority, and the inclusion of one or two persons of the highest community stature who are not active members of the local council is encouraged. Nominations for all council elective offices shall be made by the nominating committee. The nominating committee shall nominate persons to be elected as members at large of the local council, associate and honorary members of the local council, regular members of the Executive Board, officers of the corporation and local council representatives to the National Council. The notice of the annual meeting should be provided between 45 and 60 days prior to the meeting, announcing the membership of the nominating committee so that members of the local council may make recommendations of possible nominees to the committee for its consideration. Recommendations to the committee shall be made in writing at least 30 days prior to the meeting.

In addition to other officer positions, the Nominating Committee should select an executive vice-president who shall be elected annually and who shall perform such functions as may be assigned by the President or Executive Board. The President may designate the executive vice-president to serve as the President during the President's absence or inability to serve. In the case of the President's inability or failure to make such a designation, the Executive Board may do so. The executive vice-president shall perform other functions as may be assigned by the President and the Executive Board. In order to later become Council President, the executive vice-president must still be nominated and elected by the Executive Board, as set forth in Article VI, Section 1.

¹ This percentage must comply with the minimum percentage required by the laws of the state of incorporation.

In the case of any council elective office becoming vacant between the annual meetings of the local council, the nominating committee may make recommendations to the Executive Board of possible nominees to fill such vacant offices. The nominating committee is to maintain lists of potential candidates and to meet throughout the year to assess those candidates and make nominations when needed.

SECTION 5.

The local council election procedure appears in the appendix. (These may be adopted for use by Executive Board resolution.)

COMMITTEE ON PROGRAM AND RESOLUTIONS

SECTION 6.

At least 60 days prior to each regular meeting of the local council including the annual meeting, the President may appoint, with the approval of the Executive Board, not fewer than three nor more than five active members of the local council to serve as a committee on program and resolutions for the next regular local council meeting. The notice of such meeting provided to members of the local council shall announce the membership of this committee and shall invite suggestions from each active member of the local council for the arrangement of the program and resolutions to be considered at the meeting. All suggestions to the committee shall be in writing. The committee shall consider and present to the meeting of the local council or to the appropriate committee of the Executive Board with recommendations, all suggestions made to it at least 5 days prior to the meeting or which it itself proposes for consideration and action. If a committee on program and resolutions is appointed, no resolution shall be considered at any regular meeting of the local council unless it has first been presented to or proposed by the committee in accordance with this section.

ARTICLE IV. THE EXECUTIVE BOARD

POWERS AND FUNCTIONS

SECTION 1.

The Executive Board shall be the governing body of the corporation and shall be responsible for its operations and its assets in accordance with the Council Charter.² The Executive Board shall be the local reviewing authority with respect to matters within the Scouting movement which arise in the territory of the corporation. It is the duty of the Executive Board to govern the corporation and its assets for the delivery of the current and future Scouting program of the corporation. The Executive Board may delegate by resolution such authority as may be allowed by law to a

² If the laws of the state of incorporation permit, the authority to approve mergers, sell a property or a majority of assets and change the bylaws may be included in this provision.

committee of the Executive Board composed of members of the Executive Board subject to any restrictions as may be contained therein.

MEMBERSHIP

SECTION 2.

The Executive Board shall consist of (a) not fewer than 25 nor more than 50 members elected by the local council from among its active members plus, (b) the officers of the corporation, including the Scout Executive who shall have no vote, (c) the chairs of the committees of the Executive Board, (d) the chairs of the several district committees, upon their being approved by the Executive Board, and (e) not more than two youth or adult program participants appointed by the President with the approval of the Executive Board to serve for a term of 1 year.

ELECTION AND TERM; VACANCIES

SECTION 3.

Regular members of the Executive Board shall be elected at the annual meeting of the local council, shall take office immediately following such meeting, and shall continue in office until the conclusion of the next succeeding annual meeting and until their respective successors are elected and qualify.

Any vacancy on the Executive Board may be filled by the Executive Board, and the person so elected shall hold office for the unexpired period of the term of office. Nominations to fill vacancies shall be made by the nominating committee.

A member of the Executive Board may be removed upon 30 days' written notice to the members of the Executive Board and by an affirmative vote of two-thirds of the Executive Board. Provided, however, that a member of the Executive Board who is no longer a registered leader in the Boy Scouts of America or whose registration as an adult leader has been revoked in accordance with the Bylaws or Rules and Regulations of the Boy Scouts of America shall be deemed to have voluntarily resigned from the Executive Board immediately upon such event.

MEETINGS; QUORUM; VOTING

SECTION 4.

The Executive Board shall meet at such time and place as the Executive Board may direct and in any event at least _____ 3 times annually including an organizational meeting as soon as practicable following the annual meeting of the local council. Special meetings of the Executive Board may be called by the Executive Committee of the Executive Board or by the President and shall be called within 30 days upon the written request of at least one-fifth of the members of the Executive Board (which request shall specify the purpose of such special meeting). A notice of each meeting of the Executive Board shall be provided to each member at least 5 days in advance of the meeting. No business may be transacted that is not the subject of prior notice.

³ The minimum number of meetings per year should be no less than four.

A quorum of the Executive Board shall be _____.⁴

Unless otherwise required by law, changes to the articles of incorporation or these bylaws and all questions presented to a meeting of the Executive Board at which a quorum is present shall be decided by a majority of those actually voting.

Notwithstanding any provision to the contrary contained herein, any meeting, regular or special, may be held by telephone / speaker phone / video conference / internet conferencing or similar electronic communication equipment so long as all directors can hear one another, and those participating in the meeting receive and vote on the same information. All such executive board members participating electronically shall be deemed to be present, in person, at such meeting.

Any regular member of the Executive Board who fails to attend a minimum of two meetings of the Executive Board in any one year shall not be eligible for re-election as a regular member of the Executive Board for the ensuing term, provided, however, that the Executive Board may excuse absences and any absence so excused shall be counted as a meeting attended.

ADVISORY COUNCIL

SECTION 5.

There may be an advisory council to the Executive Board composed of (a) former members of the Executive Board who have served on the Executive Board not less than 5 years and who can no longer attend regular meetings of the board but wish to continue their relationship with the corporation in an advisory or consulting capacity; (b) such other persons who, being unable to devote time to Scouting on a regular basis, wish to serve Scouting upon special assignment.

Members of the advisory council shall be entitled to receive notice of and to attend all meetings of the Executive Board, but shall have no vote.

ARTICLE V. COMMITTEES OF THE EXECUTIVE BOARD

COMMITTEES; APPOINTMENT

SECTION 1.

There shall be an Executive Committee consisting of the persons and having the powers specified in section 2 of this article.

In addition, subject to the provisions of section 3 of this article, the Executive Board shall have committees, each of which shall have such authority and responsibilities as may be specified by

⁴ One-third or the minimum required by the laws of the state of incorporation.

resolution of the Executive Board.. The committees of the Executive Board shall be appointed annually by the President with the advice and approval of the Executive Board, from members of the local council or from persons satisfying the qualifications set forth in Article III, Sections 1 and 2, , at any regular meeting of the Executive Board.. In the event a person, other than the chair of a committee in the district, who is not a member of the local council is appointed to such a committee, that person may be elected as a member at large of the local council and must be qualified and register as a leader of the Boy Scouts of America before beginning service. As provided in section 2 of article IV of these bylaws, the chairs of the committees shall, by reason of their positions, be members of the Executive Board if they are not already members.

All actions of the committees shall be subject to the approval of the Executive Board unless authority to act is delegated by resolution.

EXECUTIVE COMMITTEE

SECTION 2.

The Executive Committee shall be composed of those persons who are the officers of the corporation and the Scout Executive.

The Executive Committee of the Executive Board shall have and may exercise all the necessary powers of the Executive Board in the management of the corporation during the intervals between the meetings of the Executive Board, but in no event shall the Executive Committee act contrary to action theretofore taken by the Executive Board. Minutes shall be kept of all Executive Committee action and reported at the ensuing meeting of the Executive Board for its approval.

Meetings of the Executive Committee may be called at any time by the President and shall be called by the President within 30 days upon the request of three or more members of the Executive Committee. It shall be the general practice of the Executive Committee to meet in those months in which the Executive Board does not meet. All meetings of the Executive Committee shall be held on at least 3 day's written notice. No business may be transacted that is not the subject of prior notice. A majority of the voting members of the Executive Committee shall constitute a quorum.

COMMITTEES

SECTION 3.

The committees of the Executive Board shall be responsible for the development and effectiveness of programs and policies of the corporation in accordance with the requirements established by the Boy Scouts of America. The corporation may have committees of the Executive Board as described by the Boy Scouts of America operations manual published for local councils.

The committees of the Executive Board shall be so organized as to provide for the coordination of their work throughout the entire territory of the corporation. The Executive Board's committees shall be concerned with the development of policy, program, and procedures as approved by the Executive Board in the interest of the uniform development and extension of Scouting throughout the territory of the corporation.

The committees shall function throughout the year, meeting as often as may be necessary in the judgment of the committee chair, President, or Scout Executive.

Committees shall be guided by the program material and manuals made available by the National Council of the Boy Scouts of America and shall make recommendations in light of their experience and knowledge of local conditions.

The committees shall perform the tasks required for functions involving: membership/relationships, fund development, program, and unit service. Other committees may be formed to handle additional functions.

ARTICLE VI. OFFICERS AND LOCAL COUNCIL REPRESENTATIVES TO THE NATIONAL COUNCIL

OFFICERS; ELECTIONS AND APPOINTMENT

SECTION 1.

The officers of the corporation shall be a President, vice-presidents, a treasurer, a council commissioner, and a Scout Executive who shall serve as the Secretary.⁵ The officers, with the exception of the Scout Executive, shall be elected annually from the active membership of the local council by the Executive Board to serve for one year or until their successors have been elected and qualified.

Any vacancies that exist in these offices may be filled by the Executive Board. Nominations to fill vacancies shall be made by the nominating committee. The Scout Executive shall be appointed by and shall serve at the pleasure of the Executive Board.

The local council may, upon the nomination of the Executive Board, create positions of honorary officers and elect persons to fill the offices so created. Honorary officers are not elected as members at large and shall have no duties or vote.

PRESIDENT

SECTION 2.

The President shall serve as chair of meetings of the local council, the Executive Board, and the Executive Committee and shall be a member ex officio of all committees of the Executive Board, except for the Nominating Committee, and shall perform such other functions as required or as are assigned by the Executive Board. The President serves as a local council representative to the National Council of the Boy Scouts of America during the term of office.

⁵ To fulfill the duties of Secretary and acknowledge the responsibilities of the position, it is recommended that local council Scout Executives be voting members of the Executive Committee.

VICE-PRESIDENTS

SECTION 3.

The vice-presidents shall perform such functions as may be assigned to them by the President. In case of the president's inability or failure to make such designation, the Executive Vice-President will serve in the President's place, or the Board or Executive Committee may designate one of the vice-presidents to serve during the President's absence or inability to serve.

TREASURER

SECTION 4.

The Treasurer shall be responsible to review established methods of internal control, and monitor the recording and deposit of all receipts of the corporation, for the proper disbursement of its cash, and accounting for all property of the corporation, whether real or personal, tangible or intangible, however acquired. The Treasurer shall present annually to the Executive Board a statement of all income and expenses during the prior year, together with a statement of all assets, liabilities, and net assets of the corporation as of the end of that year, these statements first having been duly audited and certified in accordance with generally accepted auditing standards by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee. A copy of such audited annual statements shall be kept available at the office of the corporation for inspection by members of the corporation, and a copy shall be filed with the National Council of the Boy Scouts of America. The Treasurer shall also present interim period reports as required by the Executive Board.

No more than two assistant treasurers may be appointed by and shall act during the pleasure of the Executive Board or Executive Committee.

The Treasurer and any assistant treasurers shall be covered by either a crime policy or fidelity bond.

COUNCIL COMMISSIONER

SECTION 5.

The council commissioner is responsible for seeing that the unit-service function is performed.

The council commissioner shall:

- (a) Supervise the activities of the commissioner staff and preside at regular meetings of district commissioners.
- (b) Lead efforts to recruit an adequate commissioner staff to provide continuing and effective commissioner service for each unit.

- (c) Provide a year-round training program for commissioners in all districts. Conduct an annual commissioner conference.
- (d) Assist district nominating committees in selecting district commissioners as needed.
- (e) Maintain the standards of the Boy Scouts of America, uphold national policies, promote good uniforming, and lead efforts to hold regular roundtable programs in the district.
- (f) Be concerned with proper recognition of unit leaders. Maintain their morale, periodically reporting unit conditions to the Executive Board.
- (g) Help the district commissioners maintain a good working relationship with their respective district executives.
- (h) Maintain procedures to assure maximum on-time unit charter renewal by district commissioner staffs.
- (i) Work with the President to secure the help of committees in meeting unit needs.

The Council Commissioner must be at least 21 years of age and election is subject to approval and issuance of a commission as Council Commissioner by the Boy Scouts of America.

The Council Commissioner serves as a local council representative to the National Council of the Boy Scouts of America during the term of office.

SCOUT EXECUTIVE⁶

SECTION 6.

- (a) The Scout Executive shall be the chief executive officer of the corporation and shall have general direction over the administrative work of the corporation, subject to the authority and direction of the Executive Board. The Scout Executive shall serve as the Secretary of the corporation, the Executive Board, and the Executive Committee. The Scout Executive shall be a voting member of the Executive Committee and an ex officio non-voting member of all committees of the Executive Board.⁷

The Scout Executive may designate one or more representatives to serve as secretary of any committee of the Executive Board.

- (b) The Scout Executive shall be responsible for the administration of the Scouting program within the territory of the corporation and for delivery of the Scouting program consistent with the policies and publications of the Boy Scouts of America. The Scout Executive shall report to the officers and the Executive Board compliance deficiencies requiring their resolution.

⁶ Executive Committee Resolution No. 2 is required to accomplish (c) and (e) of this section.

⁷ See footnote 6.

- (c) The Scout Executive may execute, on behalf of the corporation, all documents, deeds, or notes duly authorized to be executed and shall be the custodian of the seal of the corporation and may affix the same duly attested to such documents, deeds, or notes as may require it. As to notes and deeds, such countersignatures shall be required as the Executive Board may direct.
- (d) The Scout Executive shall assist the Treasurer in maintaining the accounting records and the budget system, and shall be responsible for preparing monthly detailed statements of all financial operations including the budget report for the information of the treasurer and the finance committee.
- (e) The Scout Executive may, with the prior approval of the Executive Board, delegate to any staff officer or employee authority in writing to execute leases, contracts, and other instruments as may be deemed desirable. Subject to the provisions of these bylaws and the direction of the Executive Board, the Scout Executive shall have the power to appoint and remove all employees of the corporation and to direct their work.
- (f) The Scout Executive shall see that notices are sent to those elected as members of the local council and the Executive Board and as officers of the corporation and to those appointed as members of committees; and shall cause notices to be sent out of all meetings for which provision is made and be responsible for the minutes of all meetings of the local council, Executive Board, and committees of which the Scout Executive is secretary.
- (g) The Scout Executive shall be responsible for the preparation and keeping of such records as will make possible the corporation's application for renewal of its charter. The Scout Executive shall submit a report at each meeting of the Executive Board relative to the work of the corporation and to the status of the Scouting movement throughout the territory of the corporation, inviting attention to matters of particular interest and informing the Executive Board concerning any problems of which the Executive Board should be advised, together with recommendations and suggestions for the good of the movement requiring action by the Executive Board.
- (h) The Scout Executive shall prepare an annual report covering the activities and achievements of the corporation which, with the approval of the Executive Board, shall be presented to the annual meeting of the local council, and made public to the communities within the territory of the corporation.
- (i) The Scout Executive appointed by the Executive Board must be one recommended by the Boy Scouts of America, hold a commission as a professional Scouter and be certified as eligible to serve as a council Scout Executive by the Chief Scout Executive of the Boy Scouts of America throughout their tenure.

LOCAL COUNCIL REPRESENTATIVES TO THE NATIONAL COUNCIL

SECTION 7.

In addition to the President and Council Commissioner each local council may elect one of its members as a local council representative to the National Council for every 5,000 traditional program youth members (Cub Scouts, Boy Scouts, Varsity Scouts, Venturers, and Sea Scouts), or major portion (2,501 or more) enrolled as of December 31 of the preceding year.

At its annual meeting, the local council shall elect from its active membership such number of local council representatives to the National Council as the corporation is entitled to under the Bylaws of the Boy Scouts of America to hold office until the conclusion of the next annual meeting of the local council and until their successors are elected and qualify. Local council representatives to the National Council shall attend the annual meeting, and any special meetings, of the National Council of the Boy Scouts of America and shall participate in its proceedings and perform such other duties as may be assigned to them by the Executive Board of the corporation or the National Council of the Boy Scouts of America. As liaison officers between this corporation and the National Council they shall:

- (a) Present the point of view of the corporation to the National Council with respect to matters of national policy and procedure, and
- (b) Interpret to the corporation decisions and policies of the National Council and assist the corporation in its responsibility to make effective and bring about an understanding among local Scouters of decisions and policies of the National Council.

Where matters are to be voted upon by the National Council, the corporation may by resolution direct the local council representatives of the corporation on how to cast their votes, otherwise the representatives may vote as they determine to be in the best interests of the corporation and National Council.

Local council representatives to the National Council shall serve as members of the regional committee and may attend regional committee meetings and participate in the proceedings.

ARTICLE VII. COMMISSIONER STAFF AND PROFESSIONAL STAFF

COMMISSIONER STAFF

SECTION 1.

The commissioner staff may be composed of the local council commissioner, one or more assistant council commissioners, district commissioners, assistant district commissioners, roundtable commissioners, and unit commissioners. All individuals selected to serve as commissioners shall be approved by the Council Commissioner and Scout Executive. Each such Scouter shall be 21 years of age or over and upon appointment be approved for and hold through their tenure a commission for such position issued by the Boy Scouts of America.

The council/district commissioner staff shall be selected as required and in such a manner as is in the commissioner manuals of the Boy Scouts of America for the local council's adopted plan of council and district organization, the Rules and Regulations of the Boy Scouts of America, and these bylaws.

Each member of the commissioner staff shall carry out the mission of the position for which commissioned in cooperation with the council's plan for the delivery of its programs to chartered organizations and community groups and in accord with these bylaws, policies, procedures, and the Rules and Regulations of the Boy Scouts of America.

PROFESSIONAL STAFF

SECTION 2.

The corporation may employ individuals in professional positions who have been recommended by and are commissioned by the Boy Scouts of America. Such positions of the professional staff shall be authorized by the Executive Board upon the recommendation of the Scout Executive and shall serve, under the direction and supervision of the Scout Executive, at the pleasure of the Executive Board and the Scout Executive.

Duties of members of the professional staff shall be as defined by the Scout Executive with the approval of the Executive Board. They may be designated so as to indicate their respective functions, but all professional titles first shall be approved by the Boy Scouts of America.

ARTICLE VIII. DISTRICT ORGANIZATION

DISTRICTS

SECTION 1.

For the purpose of area service and administration, the corporation's territory may be divided geographically into districts as the Executive Board from time to time determines, subject to the Rules and Regulations of the Boy Scouts of America. The corporation shall supervise Scouting in each district through the active members of the local council residing within the district and such additional district members as may be elected.

DISTRICT COMMITTEE

SECTION 2.

The district committee shall be elected annually by the district members to administer the Scouting program within the territory of the district. The district committee and the committees of the district have no legislative authority, their purpose being to make effective within the district policies and programs adopted by the corporation. The district committee consists of chartered organization representatives and council members at large within the district territory plus duly elected district members at large.

DISTRICT COMMITTEE OFFICERS

SECTION 3.

Each district committee shall elect a chair and vice-chairs, as may be required, and in such a manner as set forth in the official operations manual of the Boy Scouts of America and election procedures approved by the Executive Board. The district chair shall be nominated for election to the Executive Board in accordance with Article IV, Section 2 of these bylaws and must be approved by the Executive Board.

MEETINGS OF THE DISTRICT COMMITTEE

SECTION 4.

The district committee shall meet at such time and place, preferably within the district, as may be fixed by the committee or its chair. The business transacted at each meeting shall address the four functions of operation (membership/relationships, fund development, program, and unit service) and shall be concerned with service to chartered organizations and to units within the district and shall include the receiving of reports from the chairs of various district operating committees, the Scout Executive or designee (as secretary of the district committee), and the district commissioner, and such other business as the chair and officers and Scout Executive may indicate.

The district committee meeting immediately preceding the annual meeting of the local council should be the annual meeting of the district. At least 90 days prior, three to five names of a potential district nominating committee shall be submitted to the President for approval. The President has the discretion to add or delete names for the nominating committee from the Executive Board or the community at large. When approved, the nominating committee shall submit nominations for district officers and members at large for election at the annual meeting of the district. At this meeting the officers and district committees shall present reports of the year's activities.

SECTION 5.

The district election procedure appears in the appendix.

VACANCIES

SECTION 6.

Any vacancy in district committee officers or district members at large may be filled by the district committee and the person elected shall hold office until the conclusion of the next succeeding annual meeting of the district. Nominations to fill vacancies shall be made by the district nominating committee.

DISTRICT OPERATING COMMITTEES

SECTION 7.

Each district may have committees as approved by the Executive Board and as authorized by the Boy Scouts of America operations manuals. Each district shall be responsible for cooperating in making effective the policies and programs adopted by the Executive Board and for the performance of the four functions.

The chairs of committees of the district shall be appointed by the district chair with the approval of the district committee. The members of these committees shall be appointed by the district committee, upon the recommendation of the respective committee chair and the district chair.

DISTRICT COMMISSIONER STAFF

SECTION 8.

Each district shall have a commissioner staff as set forth in article VII, section 1 of these bylaws and in the commissioner manuals of the Boy Scouts of America. The district commissioner shall be selected in accordance with article VIII, section 3, clause 6 of the Rules and Regulations of the Boy Scouts of America and the District Election Procedures of the bylaws.

The commissioner staff shall be responsible for advising and coaching unit personnel, on-time unit charter renewals, and monthly roundtables in the district.

ARTICLE IX. LOCAL UNITS

APPROVAL OF UNIT CHARTERS

SECTION 1.

The Scout Executive shall review all applications for new unit charters or renewals within the corporation's territory. The review shall be based upon the Rules and Regulations of the Boy Scouts of America and a recommendation with respect to each such application shall be forwarded to the National Service Center of the Boy Scouts of America. The review shall include an investigation as to the general objectives, purpose, character, intent, and programs of the prospective chartered organization or community group and its compatibility with the aims and purposes of the Boy Scouts of America. The history, length of service, and general reputation of the organization or community group are also factors that should be considered.

UNIT DESIGNATION

SECTION 2.

All units within the corporation's territory shall be designated by the name of the community in which the unit is located, by the name of the chartered organization or community group operating the unit, and a unit number approved by the corporation.

ARTICLE X. FINANCES AND PROPERTY

RAISING FUNDS

SECTION 1.

Clause 1. All money raised by or received for the benefit of the corporation or a unit under its jurisdiction and all property acquired by the corporation or a unit shall be deemed to be received or acquired for the benefit of Scouting as interpreted and promoted by the Boy Scouts of America, in accordance with the Bylaws, Rules and Regulations and procedures from time to time adopted by the Boy Scouts of America.

Clause 2. Subject to the Bylaws, Rules and Regulations and fundraising guidelines of the Boy Scouts of America, the corporation shall control the raising and expenditure of all funds for local Scouting work within the territory of the corporation. The necessary expenses of the corporation shall be met by funds secured by solicitation or otherwise in accordance with the Bylaws, Rules and Regulations and publications of the Boy Scouts of America pertaining to the raising of funds for Scouting purposes.

Clause 3. Neither the corporation nor any unit under its jurisdiction shall have any authority to bind the Boy Scouts of America to any financial obligation whatsoever.

CONTROL OF FUNDS AND PROPERTY

SECTION 2.

Budget

Clause 1. The Executive Board shall, preceding the commencement of each fiscal year, consider and adopt a budget of estimated expenditures by the corporation for such fiscal year. No funds shall be expended by the corporation during a fiscal year without the authorization of the Executive Board or the Executive Committee for any item not covered by, or in excess of the amount authorized by the budget for such year.

General Funds

Clause 2. All funds of this corporation or funds handled on behalf of this corporation or the Boy Scouts of America, from whatever source and for whatever purpose received, shall be deposited to the credit of the corporation in depositories as shall be approved by the Executive Board or Executive Committee. The funds shall be disbursed only upon the authority of the Executive Board, Executive Committee or upon the order of officers of the corporation duly authorized by the Executive Board or Executive Committee; in any event the signatures of at least two authorized persons shall be required for the disbursement of funds except in the case of checks made payable to

the Boy Scouts of America where a single signature will be accepted provided authorization has been accorded by the Executive Board.

All receipts from registration fees, Boys' Life subscriptions, and any other funds of the Boy Scouts of America which are received by this corporation for transmission to the Boy Scouts of America shall be carefully segregated, through bookkeeping and accounting procedures, as established by the Boy Scouts of America.

All persons having access to any funds (general or special) of the corporation shall be covered by either a crime policy or fidelity bond.

Ownership, Use and Disposition of Funds and Real Property upon Dissolution of Unit or Council

Clause 3. In accordance with the wishes of the donors, permanently restricted funds received by a unit or local council, shall in all cases be held (i) in trust by either a corporate trustee for a bank or trust company, the National Boy Scouts of America Foundation or the Boy Scouts of America Endowment Master Trust; or (ii) the Boy Scouts of America Commingled Endowment Fund, LP for the use of the unit or the local council, with the provision in the statement of the conditions governing the administering of the funds that in the event of the dissolution of the unit or council or revocation or lapse of its charter said funds will, after any claims against said funds are satisfied, be distributed for the benefit of Scouting in such locality and for the specific purposes for which the fund was granted. If there is no suitable opportunity for the use of said funds in such locality, it may be used elsewhere. Except as hereafter provided in this clause, the title to all real estate acquired for a unit or local council shall be vested in a bank or trust company, in trust for the use of the unit or local council in accordance with the wishes of the donors, with a provision in such locality or elsewhere if there is not suitable opportunity to use said property or funds in such locality.

The corporation may hold title to real property in its own name provided it is stated in the deed that in the event of the dissolution of the council or the revocation or lapse of its charter said trustee or trustees will, after satisfying any claims against such unit or council to which such real estate may be subject, convey said property or, if sold, pay the net proceeds of such sale in accordance with the Bylaws and Rules and Regulations of the Boy Scouts of America.

The corporation may hold title to real property and maintain accounts wherein securities or funds are deposited in the corporation's name provided, however, in accordance with the Bylaws and Rules and Regulations of the Boy Scouts of America, such assets are deemed to have been raised or obtained for the benefit of Scouting and are subject to a constructive trust for the benefit of Scouting. Either the Articles of Incorporation or the Bylaws shall be filed with the applicable state agency maintaining corporate records to provide public notice of such constructive trust and notice that the assets, real property or net proceeds from the conveyance of real property are subject to such a restriction in the event of the dissolution of the local council or the revocation or lapse of its charter.

Notwithstanding any other provision herein, the corporation may exercise its business judgment in the management and use of all of the assets of the corporation so as to maximize their use for the benefit of Scouting in accordance with the charter. The corporation shall have the right to hold such properties in any form or through such other entity or agreement that does not in effect or purpose defeat the restrictions and obligations set forth herein.

Securities

Clause 4. The securities of the corporation shall be deposited in any deposit vault or vaults or with such bank or banks, trust company or trust companies, or other depositories as may from time to time be designated by the Executive Board, Executive Committee, or finance committee. Access to the securities may be had as provided by resolutions of the Executive Board or Executive Committee and not otherwise.

Audit

Clause 5. A statement of all income and expenses of the corporation during the fiscal year and a statement of all assets, liabilities, and fund balances of the corporation as at the end of such year shall be audited and certified annually in accordance with generally accepted auditing standards, by certified public accountants or other recognized independent public accountants approved by the Executive Board or Executive Committee. The corporation shall comply with all applicable legal requirements relating to credits, financial controls, and accounting procedures.

The National Council shall have the right to audit all records of local councils for compliance with national rules, regulations, and policies. Any report made following an audit shall be shared with the council President, Commissioner, and Scout Executive. The corporation shall give due regard to the recommendations of the regional executive committee following any such audit to correct any deficiencies or violations of any national rules, regulations, policies or charter agreement.

Financial and Asset Management

Clause 6. The corporation shall manage its finances and assets in accordance with the Council Charter, Bylaws, Rules and Regulations and published guidelines of the Boy Scouts of America. Any action which could have a significant or material impact on the council's obligations or assets must be vetted and authorized by the Executive Board for consideration and decision pursuant to notice as required by these Bylaws.

ADMINISTRATION OF UNIT FUNDS

SECTION 3.

Clause 1. At the request of the unit committee of any unit under the jurisdiction of the corporation, the Treasurer may hold for such committee funds for the unit. Such funds shall be transferred, in whole or in part, to the custody of the unit or a treasurer of the chartered organization upon authority for such transfer.

Clause 2. In the event of the dissolution of a unit or the revocation or lapse of its charter, and in accordance with the Bylaws and Rules and Regulations of the Boy Scouts of America, the unit committee shall apply unit funds and property to the payment of unit obligations and shall turn over the surplus, if any, to the corporation. In the case of an organization unit, any funds or equipment which may have been secured as property of the unit shall be held in trust by the organization or the corporation, as may be agreed upon, pending reorganization of the unit or if this does not occur, such funds and property, by the agreement of those involved, shall be used elsewhere for the promotion of the program of the Boy Scouts of America.

ARTICLE XI. ADDITIONAL ADMINISTRATIVE MATTERS

INDEMNIFICATION

SECTION 1.

The Corporation shall indemnify any person to the fullest extent allowed by the laws of the state of incorporation. If consistent with those laws, the corporation shall indemnify whoever was, is, or is threatened to be made a named defendant or respondent in any action, suit, or proceeding, civil or criminal (a "Proceeding"), because such person, or a person of whom such person is the legal representative, (i) is or was a member of the local council Executive Board, a committee of the local council Executive Board, a subcommittee of a committee of the local council Executive Board, or an officer of the corporation; or (ii) while a member of the local council Executive Board, a committee of the local council Executive Board, a subcommittee of the local council Executive Board, or an officer of the corporation, is or was serving at the request of the corporation as a director, officer, agent, or employee of another corporation or organization, to the fullest extent that a nonprofit corporation may grant indemnification to such a person under applicable law, without subjecting the corporation to any income or excise tax under the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws; provided, however, that any right to indemnification from the corporation under this provision shall not extend to any matter as to which such person shall have engaged in wanton or willful misconduct in the performance or neglect of a duty owed to the corporation. Any right to indemnification under this provision shall be a contract right and shall include the right to be paid by the corporation expenses incurred in defending such proceeding in advance of its final disposition to the maximum extent permitted under applicable law. Any person who has requested an advancement of expenses under this provision and has not received such advance within 30 days of such request, may thereafter bring suit against the corporation to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid also the expense of prosecuting such claim. In any such action, the burden of proof shall be on the corporation to prove the claimant is not entitled to such payment. The rights conferred herein shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, bylaw, vote of the local council Executive Board or a committee or subcommittee thereof, agreement or otherwise. This provision shall not be deemed to limit any power or exclude any right of the corporation to provide any additional or other indemnity or right, or to maintain insurance or a similar arrangement for or on behalf of any person. If this provision should be

invalid or ineffective in any respect, the validity and effect of this provision in any other respect shall not be affected.

CONTRACTS, CHECKS, DRAFTS, ETC.

SECTION 2.

Except as otherwise provided by law or in these bylaws, such officer or officers, employee or employees, or agent or agents of the corporation specified by the Executive Board or Executive Committee shall sign, in the name and on behalf of the corporation, all deeds, bonds, contracts, mortgages, and other instruments or documents, the execution of which shall be authorized by the Executive Board or Executive Committee; and such authority may be general or confined to specific instances.

Except as otherwise provided by law or in these bylaws, all checks, drafts, notes, bonds, bills of exchange, or other orders, instruments, or obligations for the payment of money shall be signed by such officer or officers, employee or employees, or agent or agents of the corporation as shall be specified by the Executive Board or Executive Committee.

NOTICES AND WAIVERS

SECTION 3.

Whenever any notice is required by these bylaws or by any law to be given to any member of the local council, member of the Executive Board, or any committee or any officer, such notice except as otherwise provided by these bylaws or by any law may be given personally or by fax, or electronic mail addressed to such person at his/her place of business, if any, or (to the extent applicable) at such address as has been given to the corporation as the home address of the person; or the notice may be given in writing by mail, in a sealed wrapper, postage prepaid, addressed to such person at such address. Any notice given by fax or electronic mail shall be deemed to have been given when it shall have been delivered for transmission and any notice given by mail shall be deemed to have been given when it shall have been deposited in a post office, in a regularly maintained letter box, or with a postal carrier. A waiver of any such notice, signed by the person entitled to such notice in writing, as required, shall be deemed the equivalent thereof; and the presence at any meeting of any person entitled to notice thereof shall be deemed a waiver of such notice as to such person.

ELECTRONIC SIGNATURES

SECTION 4.

Electronic communications, records, and signatures may be used in connection with all matters contemplated by the Bylaws except to the extent prohibited by applicable law. Except as may be specifically set forth herein, the parties may use and rely upon electronic communications, records, and signatures for all notices, waivers, consents, undertakings, and other documents, communications, or information of any type sent or received in connection with the matters contemplated by these Bylaws. An electronically transmitted (but not oral) document will be

deemed to satisfy any requirement under these Bylaws or applicable law that such document be “written”, “in writing” or the like. An electronic signature or electronically transmitted signature by any person on any document (properly authenticated) will be deemed to satisfy any requirement under these Bylaws or applicable law that such document be “signed” or “executed” by such person. An electronic transmittal or communication (but not oral) of a document will constitute delivery of such document. Neither the Corporation nor any member, Executive Board member, or any committee thereof may contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by the party to be bound thereby.

FISCAL YEAR

SECTION 5.

The fiscal year of the corporation shall be the calendar year.

SEAL*

SECTION 6.

The seal of the corporation shall be in the form of a circle enclosing the universal badge with the motto Be Prepared underneath this badge and the words "_____ Council, Inc., Boy Scouts of America," around the circle and shall be used only as authorized.

** A seal may be ordered through your Supply Division custom design representative (800-323-0732).*

AMENDMENT

SECTION 7.

These bylaws may be amended at any meeting of the Executive Board, upon the recommendation of the Executive Committee of the Executive Board, or when the proposed amendment has been sent to members of the Executive Board at least 15 days in advance of the meeting. All amendments to these bylaws must first be approved by the National Council of the Boy Scouts of America before being submitted to the Executive Board for adoption.

Adopted this _____ day of _____, 20____

Scout Executive

Council President

EXECUTIVE BOARD RESOLUTIONS

RESOLUTION 1. This resolution implements article V, section 3.

COMMITTEES OF THE EXECUTIVE BOARD

RESOLVED. That the following committees of the Executive Board shall be appointed:

Their duties and responsibilities shall be as in the operations manuals and applicable literature of the Boy Scouts of America and the chairs of these committees will automatically become members of the Executive Board by virtue of their appointment.

RESOLUTION 2. This resolution implements article VI, section 6 (c) and (e).

AUTHORITY OF SCOUT EXECUTIVE AND MEMBERS OF PROFESSIONAL STAFF

RESOLVED, That subject to any limitation imposed by law, the bylaws, or any resolution of the Executive Board or Executive Committee, the Scout Executive, or _____ (a
title
member of the professional staff) be and hereby is authorized and empowered, for and on behalf of the corporation and in its name, to deliver, enter into, acknowledge, cancel, and revoke any and all agreements, conveyances, mortgages, powers of attorney, or other instruments which are incident to the carrying on, in the normal course, of the regular affairs of the corporation; and be it further

RESOLVED, That subject to any limitation imposed by law, the bylaws, or any resolution of the Executive Board or Executive Committee, the Scout Executive, and the Treasurer, be and hereby are and each of them hereby is authorized and empowered, for and on behalf of the corporation and in its name, to deliver, execute, acknowledge, and pay any fees connected with any and all applications, reports, returns, or other instruments required by any governmental authority, which are incident to the carrying on, in the normal course, of the regular affairs of the corporation.

RESOLUTION 3. This resolution complements article XI.

**CONFLICT OF INTEREST POLICY FOR
EXECUTIVE BOARD MEMBERS**

RESOLVED, that it is the basic policy of the corporation that all Executive Board members or members of any committee thereof, or officers or employees of the corporation, have a duty to be free from the influence of any conflicting interest when they act on behalf of the corporation, represent it in negotiations, or advise others in the corporation with respect to dealing with third parties. They are expected to deal with suppliers, customers, contractors, and others having dealings with the corporation on the sole basis of what is in the best interest of the corporation without favor or preference to third parties based on personal considerations. To this end, the following rules shall be observed:

1. No member of the Executive Board or member of any committee thereof, or officer or employee of the corporation, shall accept from any person, directly or indirectly, whether by themselves or through their spouse or a member of their family or through any partner or business or professional associate, any gift, favor, service, employment or offer of employment, or any other thing of value which they know or have reason to believe is made or offered to them with the intent to influence them in the performance of their duties as a member of the executive board or member of any committee thereof, or officer or employee of the corporation.
2. No member of the Executive Board or member of any committee thereof, or officer or employee of the corporation, who is a partner, officer, or employee of a partnership, firm, or corporation, or who owns or controls more than 10 percent of the stock of such corporation, shall represent, appear for, or negotiate on behalf of the corporation in connection with the acquisition or sale by the corporation of any interest in real or tangible or intangible personal property to such partnership, firm, or corporation.
3. No member of the Executive Board or member of any committee thereof shall participate by discussion, voting, or by any other action taken by the executive board, or any committee thereof, in the enactment of or defeat of a motion which relates to any transaction with any party referred to in paragraph 2 above. In case any such matter is discussed at any meeting where any executive board or committee member who has such an interest is present, they shall promptly disclose their interest in the matter to be voted on to the chairman of the meeting. They shall not vote on the matter and, at the discretion of the disinterested members present, may be required to leave the meeting during the discussion and the voting on the matter.
4. Contracts, transactions, or arrangements of the corporation in which an executive board member or member of any committee has a direct or indirect financial, competing, or other material interest shall not be prohibited, but they must be disclosed and they shall be subject to scrutiny. Any such proposed contract, transaction, or arrangement is to be reviewed to determine that it is in the best interest of the corporation.
5. Each member of the Executive Board or member of any committee thereof shall promptly disclose any material interest that he or she has or reasonably expects to have in any proposed or existing arrangement with the corporation prior to the start of any negotiations with respect to such matter. An interest required to be disclosed under this policy shall be disclosed in writing to the President of the corporation. Such disclosure shall include all material facts and

supply any reasons why the arrangement might be or not be in the best interest of the corporation. The President of the corporation shall refer the issue to the full Executive Board, the Executive Committee, or other board committee having decision-making authority over the substantive matter in question.

6. The names of the Executive Board members or members of any committees thereof who disclosed or otherwise were found to have a material interest in a proposed or existing arrangement of the corporation, the nature of the interest, and the extent of the Executive Board member's or members of committees thereof participation in the relevant Executive Board or committee meeting on matters related to the material interest shall be recorded in the minutes of the Executive Board or committee involved. The minutes also shall include a record of any determination as to whether the arrangement was in the best interest of and fair and reasonable to the corporation, notwithstanding the interest, and the specific reasons supporting the determination, including any alternatives to the proposed or existing arrangement, the names of the persons who were present for discussions and votes relating to the proposed or existing arrangement, and a record of any votes taken in connection therewith.
7. Each Executive Board member and member of any committee thereof has a duty to place the interest of the corporation foremost in any dealing with the corporation and has a continuing responsibility to comply with the requirements of this policy. At least once each year, each Executive Board member, and new board members, prior to their initial election, shall acknowledge his or her familiarity with this policy and shall disclose in writing to the President of the corporation any existing material interest or subject to this policy by completing a conflict-of-interest disclosure statement. The conflict-of-interest disclosure statements shall be reviewed by the President of the corporation. Any issues not previously disclosed shall be referred by him or her to the Executive Board or appropriate committee. The conflict-of-interest disclosure statements shall be retained in the confidential files of the corporation.

Conflict of Interest Disclosure Statement

The conflict of interest policy of the corporation requires any Executive Board member or member of any committee thereof to disclose any direct or indirect financial, competing or other material interest that he or she has or reasonably expects to have in any proposed or existing contract, transaction, or arrangement with the corporation, or in any other matter under consideration or to be considered by the Executive Board, the Executive Committee, or any other board committee.

Please initial each statement that applies to you:

_____ I have read and am familiar with the conflict of interest policy.

_____ I am not aware of any direct or indirect financial, competing or other material interest that is required to be disclosed under the conflict of interest policy.

_____ I have described in the attached letter every direct or indirect financial, competing or other material interest that is required to be disclosed under the conflict of interest policy.

(Please attach a letter providing complete details of any direct or indirect financial, competing or other material interest subject to the policy.)

During the time I am an Executive Board member or member of any committee thereof, I agree to report promptly any future direct or indirect financial, competing or other material interest that is required to be disclosed under the policy.

Signature: _____ Date: _____

Please return this statement in the enclosed envelope not later than _____.

RESOLUTION 4. This resolution complements article XI.

CONFLICT OF INTEREST POLICY FOR COUNCIL EMPLOYEES

RESOLVED, that the following conflict of interest policy become the policy of this corporation and be applied to all council employees. It is imperative that employees of the Boy Scouts of America conduct themselves with a degree of honesty and integrity which is beyond reproach or even suspicion.

While it is not possible to anticipate every situation and prescribe a precise rule for each, it is possible to set forth certain basic, general principles to be observed by employees at all times. The essence of this policy is that employees shall always deal with others doing, or seeking to do, business with the Boy Scouts of America or any local council thereof in a manner that excludes all consideration of personal advantage. Accordingly, every employee of the _____ Council is subject to the following policy:

1. Interest in Other Business Organization

Employees of the Boy Scouts of America or any local council thereof or members of their immediate families shall not have any interest, direct or indirect, in any other business which in any degree conflicts with the employee's primary obligations to the Boy Scouts of America or any local council thereof. In this regard, employees or members of their immediate families should not possess a significant financial interest in any business that does, or seeks to do, business with the Boy Scouts of America or any local council thereof. In addition, employees should not conduct business on behalf of the Boy Scouts of America or any local council thereof with members of their immediate family, or a business organization with which the employees or members of their immediate families have any association which could be construed as significant in terms of potential conflict of interest.

2. Gifts, Favors, Entertainment and Payments to Employees

Employees shall not seek or accept any gifts, payments, fees, services, valuable privileges, vacations or pleasure trips, loans (other than conventional loans from lending institutions) or other favors from any person or business organization that does, or seeks to do, business with the Boy Scouts of America or any local council thereof. No employee shall accept anything of value in exchange for referral of parties to any person or business organization that does, or seeks to do, business with the Boy Scouts of America or any local council thereof. In the application of this policy:

- (a) Employees may accept common courtesies of nominal value usually associated with accepted business practices for themselves and members of their families.
- (b) An especially strict standard is expected with respect to gifts, services or considerations of any kind from suppliers. Entertainment at the expense of suppliers beyond that contemplated by (a) above should not be accepted under any circumstance.

- (c) It is never permissible to accept a gift in cash or cash equivalents of any amount.
- (d) This policy does not preclude the acceptance of benefits to the local council or the Boy Scouts of America as compared to benefits to an individual employee.
- (e) This policy does not preclude the acceptance of courtesies extended to employees of the Boy Scouts of America or any local council thereof in their official capacities, such as gratis hotel rooms for business (but not personal use) in connection with meetings.
- (f) This policy will be communicated to persons and organizations doing, or seeking to do, business with the Boy Scouts of America or any local council thereof.

3. Confidential Information

Employees shall not, without proper authority, give or release to anyone not an employee, or to another employee who has no need for the information, data or information of a confidential nature concerning the Boy Scouts of America or any local council thereof.

4. Gifts, Favors, Entertainment, and Payments by the Boy Scouts of America or Any Local Council Thereof

Gifts, favors, and entertainment may be given others at the expense of the Boy Scouts of America or any local council thereof only if they meet all of the following criteria:

- (a) They are consistent with accepted business practices.
- (b) They are of sufficiently limited value, and in a form that will not be construed as improper.
- (c) They are not in contravention of applicable law and generally accepted ethical standards.
- (d) Public disclosure of the facts will not embarrass the Boy Scouts of America or any local council thereof.

5. Obligation to Disclose

Any employee who believes that his or her personal actions or interests, or the actions of others, may violate this policy must discuss the matter with the Scout Executive. Additional interpretations of this policy and definitions of words and phrases used herein will be made upon request to the Scout Executive.

6. Sanctions

Any employee whose actions or interests violate this policy is subject to termination on that account alone, if such is determined to be in the best interests of the movement.

It is the responsibility of every employee of the Boy Scouts of America or any local council thereof to be aware of and to observe these standards. Accordingly, each employee is asked to sign and

return the accompanying Employee Statement relating to these standards. Employee Statements will be held in complete confidence. The employee statement will be re-executed on a regular basis.

EMPLOYEE STATEMENT

I certify that I have received a copy of the Council Conflict of Interest Policy, dated _____, and that neither I nor any member of my immediate family have any personal economic interest that could be construed as opposed to the best interests of the Boy Scouts of America or any local council thereof or in violation of the stated conflict of interest policy, other than any exceptions listed below.

(Give full details below or on a separate sheet, if appropriate, concerning any outside interests that you believe require or may require the approval of the Scout Executive. If none, please so state).

Signature of Employee: _____ Date:

THE LOCAL COUNCIL ANNUAL MEETING

The annual meeting of the local council shall be held at such place and at such time as the Executive Board of the corporation may determine. The annual meeting of the local council shall be for the purpose of:

- a. Receiving annual reports of the Executive Board, officers, and various committees,
- b. Electing members at large, associate and honorary members of the local council, regular members of the Executive Board, and local council representatives to the National Council.
- c. Receiving and approving financial statements showing the financial position of the corporation as of the close of its most recent complete fiscal year and the results of operations during such year, and
- d. Transacting such other business as may come before the meeting.

The following guidelines shall be observed:

1. The proposed agenda, notice, and election procedures should be reviewed in conference by the President, Scout Executive, and area director well in advance of the meeting (i.e. prior to the board meeting which is 3 months before the annual meeting).
2. The President must give careful attention to the appointment of both the nominating committee and the committee on program and resolutions within the time specified in the bylaws. It would be well for the President to appoint a volunteer Scouter knowledgeable in the BSA election procedures, as well as the applicable nonprofit corporation state law requirements, to serve as parliamentarian and also election judge(s). These appointments should be published with sufficient advance notice to give voting members the opportunity to send in written recommendations.
3. Notice of the annual meeting must be given in writing a minimum number of days in advance of the meeting, as specified in the bylaws of the council.
4. A list of the names of presently registered chartered organization representatives in the council and the name of the organization which each represents shall be developed. The list should indicate anticipated attendance at the annual meeting. Chartered organization representatives must constitute a majority of the active membership of the local council at all times.
5. Local council bylaws should stipulate the quorum requirements. The National Council recommends that a quorum for the local council conform to the laws of the state in which the council is incorporated. When this is not stated, 5 percent or 10 percent of the total voting membership shall be required.

6. Voting delegates and nonvoting delegates should be properly identified at the annual meeting with easily recognizable and distinctive name tags. All voting delegates should register as they arrive.
7. The President may desire to call upon the parliamentarian to explain the election procedures before turning the meeting over to the nominating committee chair to present the nominating committee report and conduct the elections. Copies of the election procedures and council bylaws should be on hand for ready reference. The election procedure should be dignified and be carried out in a businesslike manner. Nominations from the floor are not permitted.
8. It is strongly recommended that all members of the Executive Board be contacted personally (and proposed members at large of the council written to) informing them of the intention of the nominating committee to place their name in nomination for election at the council's annual meeting unless they inform the chair of the nominating committee otherwise. This is not only a courtesy, but strengthens the position of the nominating committee's final recommendations.
9. A strategy meeting should be held no more than 10 days (preferably within 24 hours) in advance of the annual meeting, at which the President, Scout Executive, parliamentarian, nominating committee chair (and where possible the regional and/or area representative) are present to review the agenda and to discuss the possibility of problems arising.
10. In the event that problems or divisive matters are anticipated at the meeting, it is appropriate to determine whether or not it is proper to raise such items at the meeting under the council's bylaws. If so, it will be necessary to devise strategy to cope with each matter. It may be appropriate to contact all voting members to give them additional information and to assess the voting position of each.
11. Efforts should be taken to ensure that all volunteer Scouters, especially those from the districts, are well informed. It may be useful to suggest to district Scouters that they have direct representation on the Executive Board through their district chair and thus may have their views represented in this manner.
12. The National Council of the Boy Scouts of America may be called upon by the Executive Board of a local council for assistance in these matters; such as conducting special audits in such areas as personnel, membership, or fiscal stewardship.

COUNCIL ELECTION PROCEDURES

Purpose

To elect council members at large, associate and honorary members of the local council, regular members of the Executive Board, and local council representatives to the National Council.

Those eligible to vote

1. Registered chartered organization representatives currently officially representing chartered organizations within the council's geographical boundaries.
2. Registered, duly elected council members at large.

Time of elections

The date, time, and place of the annual business meeting of the local council is specified by the Executive Board of the corporation as prescribed by the council's bylaws.

Process

1. At least 90 days prior to the date set for the annual business meeting of the local council the President shall appoint a nominating committee, subject to board approval, of not fewer than three active council members with the majority not being officers. Consideration may be given to adding the immediate past council president even if an officer, and the inclusion of one or two persons of the highest community stature who are not active members of the local council.
2. The members of the nominating committee will be identified to members of the council between 45 and 60 days prior to the annual council business meeting so that names may be given to them for consideration.
3. Suggested nominees from registered members of the local council are to be considered if they are received in writing no less than 30 days prior to the annual business meeting. Those who offer names to the nominating committee should supply some background information but should not have secured the permission of the person to be nominated or whether they will serve if elected.
4. The nominating committee will meet with the Scout Executive, serving as the secretary and having no vote, for the purpose of selecting a slate of nominees for election.
5. Nominations received in writing within the allowable time from members of the local council not on the nominating committee are given serious consideration. Each such nomination should be acknowledged with a brief letter of thanks and the assurance that the candidate will be considered.

6. To provide a fair and orderly nominating process, nominations will not be accepted from the floor at the time of election. This procedure also permits sufficient time to consider in advance all aspects of a nominee's suitability to serve.
7. The nominating committee will select a slate consisting of a single candidate for each council officer position and no more than the legally allowable number of persons for each of the following categories: council members at large, Executive Board members, associate and honorary members, local council representatives to the National Council; however, the committee may elect not to completely fill the associate and honorary member categories.

The nominating committee will then ensure that sufficient copies of the ballot are printed and that one is provided to each official voting member present at the local council annual business meeting. The order of listing on the ballot is as follows:

Members at large, Voting

Council members at large

Executive Board members

Advisory Board members

Council officers (except Scout Executive) elected by the Executive Board

Local council representatives to the National Council

Not members at large - Non-Voting

Associate members

Honorary members

8. Following the elections it is important to notify those elected, to congratulate each, and to register those not already registered as active members of the Boy Scouts of America.

Details and Contingencies

1. Newly elected officers, Executive Board members and local council members at large take office immediately following the meeting where they are elected.
2. Should any portion of the nominating committee's report be rejected, another slate must be presented at a subsequent meeting. The new slate may or may not reflect different candidates and is once again based upon the nominating committee's recommendations. Whenever a slate is rejected, a meeting to consider the new slate must be held no more than 60 days after the annual business meeting. During that period the nominating committee should review any write-in nominations and comments from the meeting where the slate was rejected and to address the concerns leading to the rejection of the original slate.

Formal notice of the rescheduled meeting, stating the purpose, etc., should be sent to eligible voters. The nominating committee should, at the rescheduled meeting, be called upon by the President to proceed with that portion (or portions) of the election that was not completed.

3. In the event that a resolution is still not obtained, the process described in "2" above will be followed once more. Failing resolution the second time, the President may (a) elect to entertain a motion to follow the process in "2" above once again, or (b) dismiss the present nominating committee and appoint a new one which will meet and draw up a slate to be presented according to the guidelines above.

4. Because regular members of the Executive Board and council members at large take office immediately following the local council annual business meeting (local council Bylaws, Article III, Section 2, Clause 1 and Article IV, Section 3) they assume office as soon as the local council annual business meeting is adjourned.
5. Voting should be done by ballot. The nominating committee's slate, having been printed and distributed to eligible voters at the meeting, may be used as an official ballot should there be the need.

The chair of the nominating committee may "move the acceptance of the category under consideration and instruct the secretary to cast a unanimous ballot for the proposed nominees." If this motion is carried, there is no need to collect the printed ballots.

If the "unanimous ballot" motion is defeated then the President immediately will appoint tellers from among the active, registered members present to collect and tally the ballots. It may be helpful to have eligible voters sign their names so that their eligibility can be checked.

Note: Use Council Nominating Worksheet, No 513-331(09), or access a copy from MyBSA by linking to Strategic Performance under Resources. The form can also be accessed online as a "fill in" form.

DISTRICT ELECTION PROCEDURES

Purpose

To elect district officers and district members at large.

Those eligible to vote

1. Chartered organization representatives registered and currently representing chartered organizations within the district's geographical boundaries. (see "chartered organization representative" below.)
2. Registered district members at large duly elected at the last annual district committee meeting or during the interim at a regular, duly called district committee meeting.
3. Registered council members at large residing in the district.

Time

The district committee meeting immediately preceding the council annual meeting should be the district annual meeting.

Process

1. Ninety days prior to the district annual meeting, the district chair will submit suggestions for members of the nominating committee to the President for approval. This committee should consist of three to five members. The President has the discretion to add or delete names for the nominating committee from the council Executive Board or the community at large. It is recommended that the President appoint a member of the council Executive Board to serve on this committee. In the event of a vacancy in the office of district commissioner, the President may ask the Council Commissioner to serve on the nominating committee.
2. When approval is received from the President the nominating committee will meet with the district executive as adviser to form the slate composed of nominees for district chair, one or more vice-chairs, and district members at large, plus a nominee to be submitted by the district chair for council Executive Board approval to serve as district commissioner.
3. The nominating committee not only will agree on the slate but also will secure the nominees' permission to stand for election and to serve if elected.
4. The members of the nominating committee will be identified to the district members of the local council between 30 and 60 days prior to the annual district committee meeting so that suggestions may be given to them for consideration. (This information may be included in one formal notice of the annual meeting.)
5. Suggestions may be made in writing to the nominating committee for inclusion in its report providing the nominees thus entered are received by the nominating committee at least 2

weeks prior to the annual meeting of the district. If accepted by the nominating committee, the candidate will be contacted by the nominating committee and permission received from the person to stand for election and to serve.

6. To provide a fair and orderly nominating process, nominations will not be accepted from the floor at the time of election. This procedure also permits sufficient time to consider in advance all aspects of a nominee's suitability to serve.
7. At the district annual meeting the district chair will call upon the chair of the nominating committee for the committee's report and "turn over the chair to conduct the elections."
 - a. The chair of the nominating committee will present first the committee's nominees for district members at large; call for a motion, second, and vote.
 - b. The chair of the nominating committee then will present the committee's nominees for district chair and vice-chairs; call for a motion, second, and vote.
 - c. The district commissioner is to be an elected member at large but is offered for appointment and approval as district commissioner by the council Executive Board through the report of the district nominating committee and with the concurrence of the Scout Executive. The district commissioner is not elected at the district annual meeting.
 - d. Vote of the majority of the members present at the district meeting is required for election.

Details and Contingencies

1. Newly elected officers and members at large take office immediately following the district business meeting.
2. If any portion of the nominating committee's report is rejected, this portion must be reintroduced at a special or adjourned or recessed meeting of the district committee to be held within 30 days of the present meeting. Formal notice of this meeting must be sent to eligible voters immediately so that it is received at least 2 weeks prior to the meeting. Additional names may be submitted to the nominating committee during that period. The nominating committee will, at the next meeting, proceed with the portion of the election that failed passage. It is hoped that the nominating committee members will discover the reasons for the failure of acceptance and attempt to deal with them.
3. In the event that a resolution is still not obtained, then the matter will be referred to the President and/or Executive Board for final resolution.
4. Because members at large take office immediately following the district business meeting, they and the chartered organization representatives are eligible to vote at postponed elections if they were elected and the officers' slate was not accepted.

5. Voting may be done by ballot but voice or hand votes are acceptable since a district is a non-policymaking body. If ballots are used, the secretary should be instructed to collect ballots only from those eligible to vote, marked with the name of eligible voters and counted by clerks appointed by the chair of the nominating committee. A motion to cast a unanimous ballot for the proposed candidates is acceptable.

Note: Use District Nominating Worksheet, No. 513-332 or access a copy from MyBSA by linking to Strategic Performance under Resources. The form can also be accessed online as a "fill in" form.

Note: Council Bylaws are the "final word."

Chartered Organization Representative

1. The chartered organization representative is automatically a voting member of the council and the district upon the selection or appointment by the community organization and when registered as a member of the Boy Scouts of America. The individual is to be registered during the time that the chartered organization designates this person as chartered organization representative and shall have one vote.
2. Primary responsibilities are (1) help units to be successful and (2) serve as liaison between the chartered organization and Scouting.
3. The chartered organization representative is encouraged to become an active, participating member of one of the district's committees.

Date 01/29/1999 Time 10:52:21

Cape Fear Council
January 1999

#425

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PACK C-3210

E x p i r e R o s t e r

CAROLINA BEACH NC

District Name & Number	Sub-Dist Name and Numb	County	Local Unit No.	Status	Term (Months)	Renewal Date
NEW HANOVER 02		NEW HANOVER	210	R	12	1/31/1999

Chartered Organization Name and Address	Code	Institutional Head Name,Address,Phone	100 % Boys' Life	N
CAROLINA BEACH PRESBYTERIAN CHURCH 1209 N LAKE PARK BLV	007		Top Leader Trained	Y
			Quality Unit?	Y

CAROLINA BEACH NC 28428	282 Months Completed Tenure
-------------------------	-----------------------------

Meeting Place	and	Day	Boys' Life:	Term	Begins	Ends
METHODIST CHURCH		FRI		12	4/1998	3/1999

Adult Member Listing



JTX-43

Date 01/29/1999 Time 10:52:21

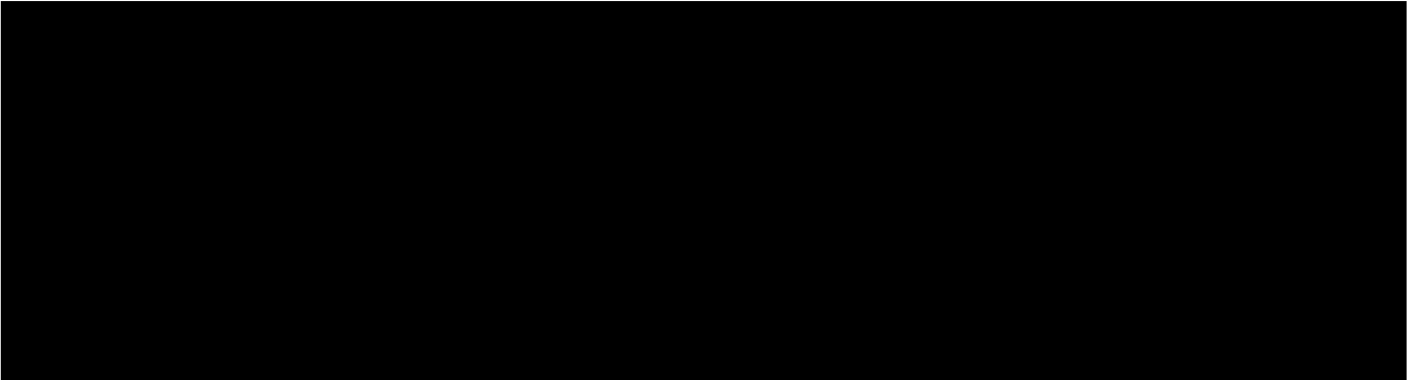
Cape Fear Council
January 1999

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Tiger Cub Adult Partners

Order No.	Pos								
BL	ST	Name	Address	City and State	ZIP	Date of Birth	Sex	Phone	



SA 0377

Debtor: Boy Scouts of America

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Case Number: 20-10343

FILED**Claim No. 8174**
November 16, 2020By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

Part 1: Identify the Claim

1. Who is the current creditor?		Allianz Global Risks US Insurance Compa	
		Name of the current creditor (the person or entity to be paid for this claim)	
		Other names the creditor used with the debtor f/k/a Allianz Insurance Company	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payments to the creditor be sent? (if different)
	Christa S. Thorpe		
	1465 North McDowell Blvd.		
	Petaluma, CA. 94954		
	Contact Phone	415.899.2364	Contact Phone
	Contact email	christa.thorpe@allianzrm-us.com	Contact email
Uniform claim identifier for electronic payments in chapter 13 (if you use one)			
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ _____ <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information Umbrella Liability Policy. See attached.
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes The claim is secured by a lien on property <div style="margin-top: 10px;"> Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ </div> <div style="margin-top: 10px;"> Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). </div> <div style="margin-top: 10px;"> Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). </div> <div style="margin-top: 10px;"> Amount necessary to cure any default as of the date of the petition: \$ _____ </div> <div style="margin-top: 10px;"> Annual Interest Rate: (when case was filed) _____% <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes *Check all that apply***Amount entitled to priority**☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/16/2020

MM / DD / YYYY

Amanda Michelle Webber

Signature

Print the name of the person who is completing and signing this claim:

Name Amanda Michelle Webber

First Name

Middle Name

Last Name

Title Claims Director

Company Allianz

Identify the corporate servicer as the company if the authorized agent is a servicer.

1465 North McDowell Blvd.

Address

Petaluma, CA. 94954

Contact Phone 415.899.2604

Email

amanda.webber@allianzrm-us.com

Fill in this information to identify the case:

Debtor 1 Boy Scouts of AmericaDebtor 2
(Spouse, if filing) _____United States Bankruptcy Court for the: District of DelawareCase number 20-10343

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Allianz Global Risks US Insurance Company f/k/a Allianz Insurance Company</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Christa S. Thorpe</u> Name <u>1465 North McDowell Blvd.</u> Number Street <u>Petaluma CA 94954</u> City State ZIP Code Contact phone <u>415.899.2364</u> Contact email <u>christa.thorpe@allianzrm-us.com</u>	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7.	How much is the claim?	\$ <u>Contingent/unliquidated</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>Umbrella Liability Policy. See attached.</u>	
9.	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? ☒ No

☐ Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(_____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/16/2022
MM/DD/YYYY

Signature 

Print the name of the person who is completing and signing this claim:

Name Amanda Michelle Webber
First name Middle name Last name

Title claims director

Company Allianz

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1465 North McDowell Blvd
Number Street

City Petaluma State CA ZIP Code 94954

Contact phone 415-899-2604 Email amanda.webber@allianzsm-us.com

Addendum to Proof of Claim filed by Allianz Global Risks US Insurance Company

In Re: Boy Scouts of America, Case No. 20-10343

(Lead Case No. 20-10343)

United States Bankruptcy Court

District of Delaware

Allianz Global Risks US Insurance Company *f/k/a* Allianz Insurance Company (“Allianz”) files this addendum to its proof of claim (“Proof of Claim”) against Boy Scouts of America (“BSA”), which filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the “Bankruptcy Code”), on February 18, 2020 (the “Petition Date”). This addendum is an integral part of the Proof of Claim. Allianz may have certain claims, allocation, contribution, indemnification, recoupment, set-off and/or other rights against BSA under the terms of an umbrella liability insurance policy and/or applicable law, as set forth in greater detail below.

Background

Allianz issued that certain *Umbrella Liability Policy* (policy no. UMB 599346) to “Boy Scouts of America National, Regional and all Local Councils” for the period January 1, 1980, to January 1, 1981 (the “Policy”). The Policy applies only to specific damages (subject to the Policy’s limits, terms, exclusions, conditions, endorsements and other provisions and applicable law) sustained by the Insured (as defined therein) in excess of the limits of underlying insurance. The Policy is not attached hereto because it is already in BSA’s possession and/or BSA is already aware of the Policy’s essential terms. However, Allianz will make available the Policy to BSA or the Court upon request.

BSA has been the subject of claims and lawsuits seeking damages for alleged sexual abuse, for which BSA is or may be responsible, including without limitation claims filed by childhood sexual abuse claimants in this Chapter 11 action (collectively, the “Abuse Claims”). BSA has asserted rights to insurance coverage under the Policy for certain of the Abuse Claims. Allianz reserves all rights to dispute BSA’s claims of entitlement to coverage under the Policy, including without limitation for those reasons stated in Allianz’s reservation-of-rights correspondence to BSA or its counsel concerning certain Abuse Claims, all of which are incorporated herein by reference.

On or about November 9, 2017, National Surety Corporation commenced a lawsuit in the Circuit Court of Cook County, Illinois (No. 2017 CH 14975) (the “Illinois Coverage Action”) seeking declaratory relief against, among others, BSA, Allianz, and certain of BSA’s other primary and umbrella/excess insurers. Allianz submits that, should the mediation in this bankruptcy proceeding not resolve coverage issues between Allianz and BSA, the Illinois Coverage Action is the proper forum to resolve the parties’ state law disputes. On February 28, 2019, Allianz filed an answer in the Illinois Coverage Action and asserted claims against BSA and certain of BSA’s other additional insurers. In the Illinois Coverage Action, Allianz seeks, among other things, declaratory relief regarding its obligations to defend or indemnify BSA with respect to certain Abuse Claims or, alternatively, equitable contribution and subrogation against BSA’s other insurers regarding the same.

Claims

Without limitation, the basis of Allianz's claim(s) against BSA includes the following:

1. Claim for BSA to participate in an allocation of Allianz's past and future loss, if any, relating to Abuse Claims. Allianz may have a right to recover from BSA and/or BSA may have an obligation to participate in any past or future payment by Allianz relating, in whole or in part, to Abuse Claims due to the following:

- (a) BSA's deductibles and/or self-insured retentions in its primary layer of liability insurance in 1980 and in its liability insurance policies in other years;
- (b) BSA's failure to maintain underlying insurance, including without limitation by and through amending such underlying insurance after-the-fact, without Allianz's consent, to eliminate the underlying/primary insurer's duty to defend and to impose significant deductible or self-insured retention obligations on itself, some of which may be unaggregated;
- (c) policies in BSA's coverage program that were exhausted by prior payments;
- (d) BSA's duty to indemnify "fronting" policies or "fronting" insurers;
- (e) insolvencies, liquidations and/or rehabilitations of insurers that issued liability insurance policies to BSA;
- (f) periods when BSA failed to purchase liability insurance;
- (g) periods when an allocation of costs relating to Abuse Claims exceeds the limits of insurance purchased by BSA;
- (h) BSA's breach of any of the terms, exclusions, conditions, endorsements or other provisions in the Policy or in the underlying 1978-1980 primary liability insurance policy issued to BSA by Insurance Company of North America; and/or
- (h) BSA's failure to comply with applicable law.

2. Claim for Restitution from BSA for Amounts Paid by Allianz. To the extent Allianz had paid or pays sums to or on behalf of BSA under the Policy with respect to the Abuse Claims (or any other claims) against BSA, BSA is, will be, or may be liable to Allianz in restitution for some or all of the amounts paid by Allianz.

3. Claim for Contribution, Indemnification, Allocation, or Set-Off. To the extent Allianz has paid or pays sums to or on behalf of BSA under the Policy with respect to the Abuse Claims (or any other claims) against BSA, Allianz has the right to recover from BSA all such sums paid by Allianz that are in excess of its proper and equitable share following an allocation among:

(i) all insurers that issued liability policies to BSA, to its Local Councils and/or sponsoring organizations; and/or (ii) BSA itself, with respect to (a) periods when BSA was uninsured, (b) periods when BSA purchased insurance from insurers that are now insolvent, in liquidation or in rehabilitation, (c) periods when BSA purchased no liability insurance, (d) amounts in excess of the available limits of insurance purchased by BSA during any particular policy period, (e) deductibles or self-insured retentions in BSA's liability insurance program, (f) policies exhausted by prior payments, and/or (g) BSA's failure to comply with the Policy or applicable law.

4. Claim for Indemnification from BSA. BSA may have contractual and/or common-law obligations to indemnify Allianz under certain conditions. If those conditions are fulfilled, Allianz is or will be entitled to be indemnified by BSA.

5. Setoff and Recoupment. Without limiting any of the foregoing, to the extent Allianz pays sums to or on behalf of BSA under the Policy with respect to the Abuse Claims (or any other claims) against BSA, and Allianz pays more than its allocable share of costs or is entitled to payment or reimbursement by BSA for any reason, then Allianz is entitled to utilize the doctrines of setoff and/or recoupment to reduce, defer, or eliminate any payment obligations Allianz may otherwise have to BSA under the Policy.

6. Claim for Subrogation. BSA is liable to pursue claims (including, without limitation, claims for indemnity or contribution) against other persons or entities who may be liable or allegedly liable to persons who are, have or will assert Abuse Claims (or any other claims) against BSA. To the extent BSA pursues such claims and obtains any monetary recovery, Allianz is or may be entitled: (i) to be paid a portion of such recovery, as reimbursement for any amounts advanced or paid by Allianz on behalf of BSA to resolve Abuse Claims (or any other claims) against BSA; and/or (ii) to reduce, by way of setoff or otherwise, any amounts Allianz may be required to pay BSA by some or all of the amounts recovered by BSA from other persons or entities who may be liable or allegedly liable to persons who are also asserting Abuse Claims (or any other claims) against BSA.

7. Claims under Illinois Coverage Action. Without limiting the foregoing, BSA is liable for all claims and cross-claims asserted by Allianz against BSA in the Illinois Coverage Action, which Allianz submits is the proper forum for adjudication of state law coverage issues.

Reservation of Rights

This Proof of Claim shall not be deemed a waiver of, and is without prejudice to, any and all of Allianz's rights, claims, and/or defenses of any nature whatsoever under or in the Policy, the Bankruptcy Code, and/or any otherwise applicable law. Further, this Proof of Claim is not, and shall not be deemed or construed as: (i) a consent to jurisdiction of this Court with respect to proceedings, if any, commenced in BSA's case involving the Proof of Claim or Allianz (specifically including, but not limited to, Adversary Proceeding No. 20-50601 and the Illinois Coverage Action); (ii) a waiver or release of Allianz's right to a trial by jury in this Court or any other court in any proceeding as to any and all matters so triable, whether or not the same be designated legal, public, or private rights in any case, controversy or proceeding related hereto, notwithstanding any designation of such matters as "core" proceedings pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution;

(iii) a consent to this Court's entry of final orders or judgments with respect to the Proof of Claim or any other matter involving Allianz (specifically including, but not limited to, Adversary Proceeding No. 20-50601 and the Illinois Coverage Action); (iv) a waiver of Allianz's right to have any and all orders and judgments of this Court reviewed *de novo* by a court duly authorized under Article III of the United States Constitution; (v) a waiver of Allianz's right to move to withdraw the reference with respect to the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in BSA's bankruptcy case or otherwise involving Allianz (specifically including, but not limited to, Adversary Proceeding No. 20-50601 and the Illinois Coverage Action); or (vi) a waiver of Allianz's rights to have issues concerning the Policy determined by a jury and/or in a court, including in the Illinois Coverage Action other than this Court and/or in an alternative dispute resolution proceeding, as appropriate.

Allianz reserves the right to amend or supplement this Proof of Claim for any reason, including to update the statement of the amounts due, or for any other purpose for which a proof of claim filed in this proceeding could be amended. Without limiting the generality of the foregoing, Allianz may hold other claims that are presently contingent and unliquidated for any and all rights to payment, rights to receive performance, actions, defenses, setoffs, and/or recoupments arising from, related to, or in connection with any and all of BSA's duties and obligations under the terms of the Policy and/or applicable law. As such, Allianz further reserves the right to, from time to time, amend this Proof of Claim to account for such claims. Allianz reserves all rights accruing to it, and the filing of this Proof of Claim is not intended to be and shall not be construed as: (i) an election of a remedy; (ii) a waiver of any past, present or future rights under the Policy; (iii) a waiver or limitation of any rights or defenses; (iv) a waiver of any of Allianz's claims against BSA, any "Regional" or "Local Council" of BSA, any sponsoring organization of BSA or any of BSA's "Local Councils" or troops, and/or any other insurers of BSA, its Local Councils, troops or sponsoring organizations; or (v) a waiver of any of Allianz's claims against any other persons, entities or parties liable to it.

Without limiting the generality of the foregoing, Allianz further reserves: (i) the right to assert separate requests for payment of administrative expenses or other priority claims under Section 503 of the Bankruptcy Code (or otherwise) against BSA, if any ground justifies an administrative expense or priority claim; (ii) the right to assert that any or all of its claims are secured claims (whether by setoff or otherwise); (iii) the right to request adequate protection of its interests in the Policy or otherwise; (iv) the right to assert any claims or defenses in any subsequent litigation regarding any aspect of the Policy or otherwise (specifically including, but not limited to, Adversary Proceeding No. 20-50601 and the Illinois Coverage Action); and/or (v) the right to assert any such claims which are otherwise warranted under the circumstances or applicable law.

There may be additional documents supporting this Proof of Claim that are not attached hereto or described herein. Allianz reserves all of its rights to rely on such additional documents to the extent relevant and necessary to support this Proof of Claim.

Debtor: Boy Scouts of America

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Case Number: 20-10343

FILED**Claim No. 639**
October 26, 2020By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

Part 1: Identify the Claim

1. Who is the current creditor?		Norwalk:Cornerstone Community Church Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Norwalk United Methodist Church	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Elizabeth C. Abel 718 West Avenue Norwalk, CT, 06850 Contact Phone 203-866-3707 Contact email Pastor@come2cornerstone.org Uniform claim identifier for electronic payments in chapter 13 (if you use one) _____	Where should payments to the creditor be sent? (if different) Gwen Hong Contact Phone _____ Contact email _____	
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) _____ Filed On _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ _____ <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information BSA's obligation to provide insurance indemnification _____
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____% <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes *Check all that apply***Amount entitled to priority**☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/26/2020

MM / DD / YYYY

Elizabeth C. Abel

Signature

Print the name of the person who is completing and signing this claim:

Name Elizabeth C. Abel

First Name

Middle Name

Last Name

Title Pastor

Company Cornerstone Community Church

Identify the corporate servicer as the company if the authorized agent is a servicer.

718 West Avenue

Address

Norwalk, CT, 06850

Contact Phone

Email

Debtor: Boy Scouts of America

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Case Number: 20-10343

FILED**Claim No. 4971**
November 12, 2020By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

Part 1: Identify the Claim

1. Who is the current creditor?		Liberty Mutual Insurance Company Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Choate Hall & Stewart LLP Douglas R. Gooding Two International Place Boston, MA 02110 Contact Phone 617-248-5277 Contact email dgooding@choate.com Uniform claim identifier for electronic payments in chapter 13 (if you use one)	Where should payments to the creditor be sent? (if different) Liberty Mutual Insurance Company Michael Calawa 175 Berkeley Street Boston, MA 02116 Contact Phone 617-574-5524 Contact email michael.calawa@libertymutual.com	
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ _____	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information Insurance policies and related agreements, see attached _____	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Letter of credit, cash escrow _____ Basis for perfection: see attached Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____% <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Identify the property: letter of credit and proceeds; cash held by claimant _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes *Check all that apply***Amount entitled to priority**☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ _____

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.☐ I am the creditor's attorney or authorized agent.☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/12/2020

MM / DD / YYYY

Justin Gauthier

Signature

Print the name of the person who is completing and signing this claim:

Name Justin Gauthier

First Name

Middle Name

Last Name

Title Business Operations Manager, Collections

Company Liberty Mutual Insurance Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

100 Liberty Way

Address

Dover NH 03820

Contact Phone 603-970-3381

Email

justin.gauthier@libertymutual.com

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Fill in the information to identify the case (Select only one Debtor per form):

- ☒ In re Boy Scouts of America, Case No. 20-10343 (LSS)
- ☐ In re Delaware BSA, LLC, Case No. 20-10342 (LSS)

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under section 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. This form should not be used if you have a claim arising from sexual abuse and you were under the age of eighteen (18) at the time the sexual abuse began. If you have such a claim, you must file a Sexual Abuse Survivor Proof of Claim. For more information on how to file a Sexual Abuse Survivor Proof of Claim, go to: www.officialbsaclaims.com.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment. A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?		Liberty Mutual Insurance Company				
		Name of the current creditor (the person or entity to be paid for this claim)				
		Other names the creditor used with the debtor				
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?				
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payments to the creditor be sent? (if different)			
	Choate Hall & Stewart LLP, Douglas Gooding		Liberty Mutual Insurance, Michael Calawa			
	Name		Name			
	Two	International Place	175	Berkeley St.		
	Number	Street	Number	Street		
	Boston	MA	02110	Boston	MA	02116
	City	State	ZIP Code	City	State	ZIP Code
	Contact Phone	617-248-5277	Contact Phone	617-574-5524		
Contact email	dgooding@choate.com	Contact email	michael.calawa@libertymutual.com			
Uniform claim identifier for electronic payments in chapter 13 (if you use one)						
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY				
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?				

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>unliquidated; see attached</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information <u>Insurance policies and related agreements, see attached</u>	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>Letter of credit, cash escrow</u> Basis for perfection: <u>see attached</u> Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ <u>see attached</u> Amount of the claim that is secured: \$ <u>see attached</u> Amount of the claim that is unsecured: \$ <u>see attached</u> (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ <u>see attached</u> Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount necessary to cure any default as of the date of the petition. \$ _____	
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Identify the property: <u>letter of credit and proceeds; cash held by claimant</u>	
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount of 503(b)(9) Claim: \$ _____	

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No
☐ Yes *Check all that apply*

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

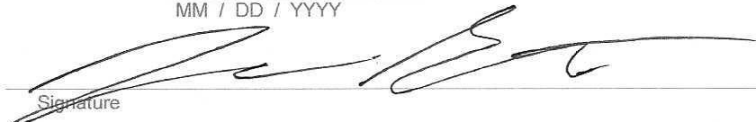
- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11 11 2020
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Justin Gauthier</u>		
	First Name	Middle Name	Last Name
Title	<u>Business Operations Manager, Collections</u>		
Company	<u>Liberty Mutual Insurance Company</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>100 Liberty Way</u>		
	Number	Street	
	<u>Dover</u>	<u>NH</u>	<u>03820</u>
	City	State	ZIP Code
Contact Phone	<u>603-970-3381</u>	Email	<u>justin.gauthier@libertymutual.com</u>

**ADDENDUM TO PROOF OF CLAIM OF
LIBERTY MUTUAL INSURANCE COMPANY**

This Addendum is attached to and part of the proof of claim (the “**Claim**”) filed by Liberty Mutual Insurance Company on behalf of itself and any and all of its subsidiaries and affiliated entities (collectively, “**Liberty Mutual**”) against the debtors in the chapter 11 bankruptcy case *In re Boy Scouts of America and Delaware BSA, LLC*, 20-10343 (LSS) (Bankr. D. Del.) (Jointly Administered) (collectively, the “**Debtors**”), pursuant to the Bar Date Order.¹ Because each of the Debtors is jointly and severally liable to Liberty Mutual, Liberty Mutual has filed substantially identical proofs of claim against each of the Debtors.

Prior to the Petition Date, Liberty Mutual issued certain insurance policies (as renewed, amended, modified, endorsed, or supplemented from time to time, collectively, the “**Policies**”) to the Debtors as named insureds. Prior to the Petition Date, Liberty Mutual and the Debtors and/or their affiliates also entered into certain agreements in connection with the Policies (as renewed, amended, modified, endorsed, or supplemented from time to time, collectively, the “**Agreements**”). Pursuant to the Policies and Agreements, Liberty Mutual provides certain insurance for specific policy periods subject to certain limits, deductibles, retentions, exclusions, terms and conditions, as more particularly described therein; and the Debtors as the insureds are required to pay Liberty Mutual certain amounts, including, but not limited to, insurance premiums, deductibles, expenses, taxes, and assessments and surcharges, as more particularly described therein.²

As of the date hereof, the Debtors are liable to Liberty Mutual in an undetermined amount. The Claim is secured by (i) a letter of credit No. CTCS-158223 issued by JPMorgan Chase Bank, N.A. in the current amount of \$6,500,000 (**Exhibit B**); and (ii) a cash escrow of \$210,002. Liberty Mutual hereby reserves any rights to assert that the security it holds for amounts due to Liberty Mutual does not constitute property of the estate.

In filing the Claim, Liberty Mutual expressly reserves all rights and causes of action including, without limitation, contingent and/or unliquidated rights that it may have against the Debtors and third parties. Without limiting the foregoing, Liberty Mutual reserves all rights to contest the jurisdiction of the Bankruptcy Court over Liberty Mutual in connection with the adversary proceeding *Hartford Accident and Indemnity Co. and First State Ins. Co. v. Boy Scouts of America, et al. (In re Boy Scouts of America and Delaware BSA, LLC)*, 20-50601 (LSS) (Bankr. D. Del.), and the Bankruptcy Court’s final adjudication thereof. This description and classification of the Claim by Liberty Mutual is not a concession or admission as to the correct characterization or treatment of any such claims or a waiver of any rights of Liberty Mutual. Furthermore, Liberty

¹ “Bar Date Order” means *Order, Pursuant to 11 U.S.C. § 502(b)(9), Bankruptcy Rules 2002 and 3003(c)(3), and Local Rules 2002-1(2), 3001-1, and 3003-1, (I) Establishing Deadlines for Filing Proofs of Claim, (II) Establishing the Form and Manner of Notice Thereof, (III) Approving Procedures for Providing Notice of Bar Date and Other Important Information to Abuse Survivors, and (IV) Approving Confidentiality Procedures for Abuse Survivors* [Docket No. 695]. Capitalized terms used herein but otherwise undefined shall have the meanings ascribed to them in the Bar Date Order.

² The Claim is evidenced by the Policies and Agreements including, without limitation, those listed on **Exhibit A**.

Mutual expressly reserves all rights to amend, modify, and/or supplement the Claim in any respect, including, without limitation, with respect to the filing of an amended proof of claim for the purpose of fixing and liquidating any contingent and/or unliquidated claim set forth herein, or to file additional proofs of claim for additional claims, including, without limitation, claims for interest, fees and related expenses (including, without limitation, attorneys' fees) that are not ascertainable at this time. Copies of certain supporting documents relating to the Claim are available upon request.

EXHIBIT A

Liberty Mutual's Claim is evidenced by, without limitation, the Policies and Agreements, and includes, without limitation, the following and all other documents, instruments, agreements, or policies, and any and all endorsements, addenda, amendments, renewals, additions, supplements, and modifications to any of the following:

Policy Number	Policy Period
WA2-19D-409751-013	3/1/1993-3/1/1994
WA2-19D-409751-083	3/1/1993-3/1/1994
WA7-19D-409751-014	3/1/1994-3/1/1995
WA7-19D-409751-084	3/1/1994-3/1/1995
WA7-19D-409751-015	3/1/1995-3/1/1996
WA7-19D-409751-085	3/1/1995-3/1/1996
WA7-19D-409751-016	3/1/1996-3/1/1997
WA7-19D-409751-086	3/1/1996-3/1/1997
WA7-19D-409751-017	3/1/1997-3/1/1998
WA7-19D-409751-018	3/1/1998-3/1/1999
WA7-19D-409751-019	3/1/1999-3/1/2000
WA7-19D-409751-010	3/1/2000-3/1/2001
WA7-19D-409751-130	3/1/2000-3/1/2001
WA7-19D-409751-131	3/1/2001-3/1/2002
WA2-19D-409751-142	3/1/2002-3/1/2003
WA2-19D-409751-143	3/1/2003-3/1/2004
WA2-19D-409751-144	3/1/2004-3/1/2005
WA2-19D-409751-145	3/1/2005-3/1/2006
WA2-19D-409751-146	3/1/2006-3/1/2007
WA2-19D-409751-147	3/1/2007-3/1/2008
TB1-191-409751-121	3/1/2001-3/1/2002
TH1-191-409751-111	3/1/2001-3/1/2002
TB1-191-409751-122	3/1/2002-3/1/2003
TH1-191-409751-112	3/1/2002-3/1/2003
TB1-191-409751-123	3/1/2003-3/1/2004
TH1-191-409751-113	3/1/2003-2/1/2004
TH1-191-409751-114	3/1/2004-3/1/2005
TB1-191-409751-124	3/1/2004-3/1/2005
TB1-191-409751-125	3/1/2005-3/1/2006
TH1-191-409751-115	3/1/2005-3/1/2006
TB1-191-409751-126	3/1/2006-3/1/2007
TH1-191-409751-116	3/1/2006-3/1/2007
TB1-191-409751-127	3/1/2007-3/1/2008
TB1-191-409751-126	3/1/1996-3/1/1997
TH1-191-409751-116	3/1/1996-3/1/1997
TB1-191-409751-127	3/1/1997-3/1/1998

TH1-191-409751-117	3/1/1997-3-1/1998
TB1-191-409751-128	3/1/1998-3/1/1999
TH1-191-409751-119	3/1/1999-3/1/2001
TB1-191-409751-129	3/1/1999-3/1/2001

EXHIBIT B

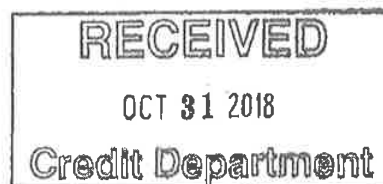
9940079

SA 0401

JPMORGAN CHASE BANK, N.A.
GLOBAL TRADE SERVICES
131 SOUTH DEARBORN, 6th FLOOR
MAIL CODE: IL1-0236
CHICAGO, IL 60603-5506
SWIFT: CHASUS33

TO:
LIBERTY MUTUAL INSURANCE COMPANY
H.O. FINANCIAL CREDIT
175 BERKELEY STREET, BOSTON, MA 02117
ATTN: S.J. WHALEN-SECURITIES ANALYST

DATE : 30 Oct 2018
SUBJECT : STANDBY LETTER OF CREDIT AMENDMENT
OUR REFERENCE : CTCS-158223



DEAR SIR/MADAM,

AMENDMENT NUMBER : 1
ACCOUNT PARTY : BOY SCOUTS OF AMERICA
ATTN: BARBARA DOLAN
1325 WEST WALNUT HILL LANE
IRVING, TEXAS 75015-2079

WE HEREBY AMEND THE ABOVE REFERENCED STANDBY LETTER OF CREDIT AS FOLLOWS:

DECREASED BY : USD 1800000.00

NEW AMOUNT : USD 6500000.00

ALL OTHER TERMS AND CONDITIONS OF THE STANDBY LETTER OF CREDIT REMAIN UNCHANGED.

ALL AMENDMENTS UNDER THIS STANDBY LETTER OF CREDIT AMENDMENT ARE SUBJECT TO BENEFICIARY'S AGREEMENT. THIS AMENDMENT SHALL NOT BE CONSIDERED OPERATIVE UNLESS THE BENEFICIARY COMMUNICATES THEIR AGREEMENT TO THE AMENDED TERMS. PLEASE INDICATE YOUR ACCEPTANCE /REJECTION BY SIGNING AND RETURNING A COPY OF THIS AMENDMENT VIA FAX TO 312-233-2266 or 312-233-2265 TO THE ATTENTION OF
Email Address: gts.client.services@jpmchase.com

WE ACCEPT THIS AMENDMENT

LIBERTY MUTUAL INSURANCE
COMPANY

A handwritten signature in dark ink, appearing to read "Michael Kaing".

SIGNATURE
Michael Kaing, Financial Analyst
CI Finance Credit Risk Management

PRINTED NAME & TITLE

11/5/18 487-7273

DATE & TEL NO.

WE REJECT THIS AMENDMENT

LIBERTY MUTUAL INSURANCE
COMPANY

SIGNATURE

PRINTED NAME & TITLE

DATE & TEL NO.

CONTINUATION OF OUR REFERENCE CTCS-158223

All inquiries regarding this transaction may be directed to our Client Service Group at the following Telephone Number or Email Address quoting our reference CTCS-158223.
Telephone Number: 1-800-634-1969
Email Address: gts.client.services@jpmchase.com

Yours Faithfully,
JPMorgan Chase Bank, N.A.,


.....
Authorized Signature

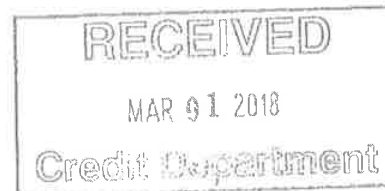
JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

FEB 27, 2018

OUR L/C NO.: CTCS-158223
APPLICANT REF. NO.: BSA-LIBERTY

TO BENEFICIARY:
LIBERTY MUTUAL INSURANCE COMPANY
H.O. FINANCIAL - CREDIT
175 BERKELEY STREET
BOSTON, MA 02117
ATTN: S.J. WHALEN-SECURITIES ANALYST

APPLICANT:
BOY SCOUTS OF AMERICA
1325 W. WALNUT HILL LANE
IRVING, TX 75015



GENTLEMEN:

WE HEREBY ESTABLISH THIS CLEAN IRREVOCABLE LETTER OF CREDIT IN YOUR FAVOR FOR DRAWINGS UP TO U.S.\$8,300,000.00 (EIGHT MILLION THREE HUNDRED THOUSAND AND NO/100 UNITED STATES DOLLARS) EFFECTIVE IMMEDIATELY AND EXPIRING AT OUR OFFICE AT 131 SOUTH DEARBORN STREET, 5TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60603-5506 WITH OUR CLOSE OF BUSINESS ON FEBRUARY 28, 2019.

WE HEREBY UNDERTAKE TO PROMPTLY HONOR YOUR SIGHT DRAFT(S) DRAWN ON US, INDICATING OUR CREDIT NO. CTCS-158223 FOR ALL OR ANY PART OF THIS CREDIT IF PRESENTED IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT TO JPMORGAN CHASE BANK, N.A., 131 SOUTH DEARBORN STREET, 5TH FLOOR, MAIL CODE IL1-0236, CHICAGO, IL 60603-5506, ATTN: STANDBY LETTER OF CREDIT DEPARTMENT, ON OR BEFORE THE EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

DRAFTS HEREUNDER MUST BE MARKED "DRAWN UNDER JPMORGAN CHASE BANK, N.A., CHICAGO, ILLINOIS LETTER OF CREDIT NO. CTCS-158223.

EXCEPT AS EXPRESSLY STATED HEREIN, THIS UNDERTAKING IS NOT SUBJECT TO ANY AGREEMENT, CONDITION OR QUALIFICATION. THE OBLIGATION OF JPMORGAN CHASE BANK, N.A. UNDER THIS LETTER OF CREDIT IS THE INDIVIDUAL OBLIGATION OF JPMORGAN CHASE BANK, N.A. AND IS IN NO WAY CONTINGENT UPON REIMBURSEMENT WITH RESPECT THERETO.

JPMorgan Chase Bank, N.A.
Global Trade Services
131 South Dearborn, 5th Floor
Mail Code: IL1-0236
Chicago, IL 60603-5506

FEB 27, 2018

OUR L/C NO.: CTCS-158223

APPLICANT REF. NO.: BSA-LIBERTY

THIS LETTER OF CREDIT IS DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE EXPIRATION DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY EXPIRATION DATE, WE SEND NOTICE TO YOU BY REGISTERED MAIL/HAND DELIVERED COURIER ADDRESS TO: LIBERTY MUTUAL INSURANCE COMPANY, H.O. FINANCIAL - CREDIT, S.J. WHALEN - SECURITIES ANALYST, 175 BERKELEY STREET, BOSTON, MA 02117, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600, HOWEVER, IF THIS CREDIT CONTAINS A DRAWING SCHEDULE OR A SCHEDULE OF AVAILABILITY, THEN ARTICLE 32 OF THE UCP IS HEREBY EXPRESSLY DELETED. IN ADDITION, IF THIS CREDIT EXPIRES DURING AN INTERRUPTION OF BUSINESS AS DESCRIBED IN ARTICLE 36 OF SAID PUBLICATION 600, THE BANK HEREBY SPECIFICALLY AGREES TO EFFECT PAYMENT, IF THIS CREDIT IS DRAWN AGAINST, WITHIN THIRTY (30) DAYS AFTER THE RESUMPTION OF BUSINESS.

PLEASE ADDRESS ALL CORRESPONDENCE REGARDING THIS LETTER OF CREDIT TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT UNIT, 131 SOUTH DEARBORN, 5TH FLOOR, MAIL CODE: IL1-0236, CHICAGO, IL 60603-5506 INCLUDING THE LETTER OF CREDIT NUMBER MENTIONED ABOVE. FOR TELEPHONE ASSISTANCE, PLEASE CONTACT THE STANDBY CLIENT SERVICE UNIT AT 1-800-634-1969, OR 1-813-432-1210, AND HAVE THIS LETTER OF CREDIT NUMBER AVAILABLE.



AUTHORIZED SIGNATURE

8916

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Fill in the information to identify the case (Select only one Debtor per form):

- ☒ In re Boy Scouts of America, Case No. 20-10343 (LSS)
- ☐ In re Delaware BSA, LLC, Case No. 20-10342 (LSS)

FILED

NOV 02 2020

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Delaware

04/19

Official Form 410

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under section 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. This form should not be used if you have a claim arising from sexual abuse and you were under the age of eighteen (18) at the time the sexual abuse began. If you have such a claim, you must file a Sexual Abuse Survivor Proof of Claim. For more information on how to file a Sexual Abuse Survivor Proof of Claim, go to: www.officialbsaclaims.com.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

BROOKVILLE FIRST UNITED METHODIST CHURCH
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No☐ Yes

From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)

Where should notices to the creditor be sent?

Where should payments to the creditor be sent? (if different)

JACK FLORKEY BROOKVILLE FIRST UMC
Name

Name

963 GALEM ST.
Number Street

Number Street

BROOKVILLE OH 45309
City State ZIP Code

City State ZIP Code

Contact Phone 937-833-2461

Contact Phone

Contact email BROOKVILLEFIRSTUMC@GMAIL.COM

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one)

4. Does this claim amend one already filed?

☒ No☐ Yes

Claim Number on court claims registry (if known) _____

Filed On _____

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes

Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ _____	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information _____	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No
☐ Yes

Check all that apply

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- ☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- ☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- ☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). \$ _____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
- ☐ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

10/28/2020
MM / DD / YYYY

Jack A. Florky
Signature

Print the name of the person who is completing and signing this claim:

Name

Jack
First Name

A.
Middle Name

Florky
Last Name

Title

Treasurer

Company

Brookville OH First United Methodist Church
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

P.O. Box 92
Number Street

Brookville
City

OH
State

45309
ZIP Code

Contact Phone

937-248-9975

Email

jflorky@wildblue.net

8574

Fill in this information to identify the case:

Debtor 1 Boy Scouts of America

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: District of Delaware

Case number 20-10343

FILED

NOV 03 2020

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Coronado Community United Methodist Church</u> 201 South Peninsula Avenue New Smyrna Bch, FL 32169 Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? <u>Edwin G. Rice, Esq.</u> Name <u>100 N. Tampa Street, Suite 2200</u> Number Street <u>Tampa</u> <u>FL</u> <u>33602</u> City State ZIP Code Contact phone <u>(813) 559-5500</u> Contact email <u>erice@bradley.com</u>	Where should payments to the creditor be sent? (if different) <u>Edwin G. Rice, Esq.</u> Name <u>100 N. Tampa Street, Suite 2200</u> Number Street <u>Tampa</u> <u>FL</u> <u>33602</u> City State ZIP Code Contact phone <u>(813) 559-5500</u> Contact email <u>erice@bradley.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unknown Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
See attached statement of claim

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed

☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/29/2020

MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Edwin G. Rice
First name Middle name Last name

Title Counsel

Company Bradley Arant Boult Cummings LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 100 N. Tampa Street, Suite 2200
Number Street

Tampa FL 33602
City State ZIP Code

Contact phone (813) 559-5500 Email erice@bradley.com

STATEMENT OF CLAIM

Claimant is or has been a Chartered Organization. Claimant holds a Claim against the debtor Boy Scouts of America ("BSA") arising from BSA's obligation to indemnify and hold claimant harmless for any injuries or damages arising out of official scouting activities or arising out of BSA membership standards, including, but not limited, to Indirect Abuse Claims and Claims held by scouts or other Persons for Abuse. Claimant also holds a Claim against BSA arising out of BSA's obligation to provide Chartered Organizations primary general liability insurance to cover claimant and related entities with respect to Claims arising out of an official scouting activity, including, but not limited to, insurance coverage to cover Claims held by scouts or other Persons for Abuse.

Unless otherwise defined, capitalized terms used in this Statement of Claim shall have the meaning ascribed to such terms in the Chapter 11 Plan of Reorganization for Boy Scouts of America and Delaware BSA, LLC dated February 18, 2020. (Doc. 20).

Additional documentation will be provided upon request.

9137

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Fill in the information to identify the case (Select only one Debtor per form):

- ☐ In re Boy Scouts of America, Case No. 20-10343 (LSS)
- ☐ In re Delaware BSA, LLC, Case No. 20-10342 (LSS)

FILED

NOV 09 2020

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under section 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. This form should not be used if you have a claim arising from sexual abuse and you were under the age of eighteen (18) at the time the sexual abuse began. If you have such a claim, you must file a Sexual Abuse Survivor Proof of Claim. For more information on how to file a Sexual Abuse Survivor Proof of Claim, go to: www.officialbsaclaims.com.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

1st United Methodist Church, Michigan City
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?

☒ No
☐ Yes

From whom? _____

3. Where should notices and payments to the creditor be sent?

Federal Rule of
Bankruptcy Procedure
(FRBP) 2002(g)

Where should notices to the creditor be sent?

Pastor Nancy Nichols
Name

121 E. Seventh
Number Street

Michigan City IN 46360
City State ZIP Code

Where should payments to the creditor be sent? (if different)

Name _____

Number Street _____

City State ZIP Code _____

Contact Phone 219-872-7200

Contact Phone _____

Contact email _____

Contact email _____

firstunitedmethodistchurchmc@gmail.com
Uniform claim identifier for electronic payments in chapter 13 (if you use one)

4. Does this claim amend one already filed?

☒ No
☐ Yes

Claim Number on court claims registry (if known) _____

Filed On _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No
☐ Yes

Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ Unknown Does this amount include interest or other charges?
☒ No
☐ Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information. *BSA's obligation to provide insurance coverage, indemnification, + contribution to claimant under BSA's policies of General Liability insurance + all other agreements, documents, and laws providing such rights to claimant.*

9. Is all or part of the claim secured? ☒ No
☐ Yes The claim is secured by a lien on property

Nature of property:

- ☐ Real Estate If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*
- ☐ Motor Vehicle
- ☐ Other Describe: _____

Basis for perfection:

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded).

Value of Property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7).

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate: (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes **Amount necessary to cure any default as of the date of the petition.** \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes Identify the property: _____

12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9)).? ☒ No
☐ Yes Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No
☐ Yes Check all that apply

- | | |
|---|----------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | \$ _____ |
| <input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | \$ _____ |

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11 05 2020
MM / DD / YYYY

Signature

Yvonne Bancroft

Print the name of the person who is completing and signing this claim:

Name YVONNE M BANCROFT
First Name Middle Name Last Name

Title Trustee

Company First United Methodist Church
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 121 E Seventh St.
Number Street

Michigan City In 46360
City State ZIP Code

Contact Phone 219-872-7200 Email firstunitedmethodistchurchmc@gmail.com

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

12/15

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)

Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims Agent's website at <http://www.omniagentsolutions.com/bsaclaims>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

11340

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Fill in the information to identify the case (Select only one Debtor per form):

- ☒ In re Boy Scouts of America, Case No. 20-10343 (LSS)
- ☒ In re Delaware BSA, LLC, Case No. 20-10342 (LSS)

FILED

NOV 12 2020

Official Form 410

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Delaware

04/19

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under section 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. This form should not be used if you have a claim arising from sexual abuse and you were under the age of eighteen (18) at the time the sexual abuse began. If you have such a claim, you must file a Sexual Abuse Survivor Proof of Claim. For more information on how to file a Sexual Abuse Survivor Proof of Claim, go to: www.officialbsaclaims.com.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Our Lady of Refuge Catholic School Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor <u>None</u>		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom? _____		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
	Margaret Graf, General Counsel Name	Our Lady of Refuge Catholic School c/o General Counsel Name	
	3424 Wilshire Boulevard Number Street	3424 Wilshire Boulevard Number Street	
	Los Angeles CA 90010 City State ZIP Code	Los Angeles CA 90010 City State ZIP Code	
	Contact Phone 213.637.7511	Contact Phone 213.637.7511	
	Contact email legal@la-archdiocese.org	Contact email Legal@la-archdiocese.org	
	Uniform claim identifier for electronic payments in chapter 13 (if you use one) _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) _____ Filed On _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing? _____		

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ see Addendum	
	Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information <u>Contribution reimbursement independent contract/charter and applicable law</u>	
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No
☐ Yes *Check all that apply*

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- ☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- ☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- ☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). \$ _____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11 12 2020
 MM / DD / YYYY

Signature

Margaret Gaffney Graf

Print the name of the person who is completing and signing this claim:

Name	Margaret	Gaffney	Graf
	First Name	Middle Name	Last Name
Title	General Counsel-Roman Catholic Archdiocese of Los Angeles		
Company	Our Lady of Refuge Catholic School		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	3424	Wilshire Boulevard	
	Number	Street	
	Los Angeles	CA	90010
	City	State	ZIP Code
Contact Phone	213.637.7511	Email	legal@la-archdiocese.org

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

BOY SCOUTS OF AMERICA and
DELAWARE BSA, LLC,

Debtors.¹

Chapter 11

Case No. 20-10343 (LSS)

(Jointly Administered)

ADDENDUM TO PROOF OF CLAIM

1. Claimant hereby submits this addendum to its proof of claim (the “**Proof of Claim**”) against Boy Scouts of America (“**BSA**”), and, to the extent applicable, against Delaware BSA, LLC, (“**Delaware BSA**”)(BSA and Delaware BSA jointly, “**Debtors**”) in the above-captioned chapter 11 cases. This addendum is attached to, incorporated into, and constitutes an integral part of Claimant’s Proof of Claim against the Debtors. Claimant files this Proof of Claim under compulsion of the Court’s *Order, Pursuant to 11 U.S.C. § 502(b)(9), Bankruptcy Rules 2002 and 3003(c)(3), and Local Rules 2002-1(e), 3001-1, and 3003-1, (I) Establishing Deadlines for Filing Proofs of Claim, (II) Establishing the Form and Manner of Notice Thereof, (III) Approving Procedures for Providing Notice of Bar Date and Other Important Information to Abuse Survivors, and (IV) Approving Confidentiality Procedures for Abuse Survivors* entered May 26, 2020 [D.I. 695].

2. By this Proof of Claim, Claimant asserts a claim against Debtors for any and all rights, entitlements, benefits, or remedies that Claimant has or may have for indemnification, contribution, reimbursement, advancement of defense costs, or any other payment, including,

¹ The Debtors in these chapter 11 cases, together with the last four digits of each Debtor’s federal tax identification number, are as follows: Boy Scouts of America (6300) and Delaware BSA, LLC (4311). The Debtors’ mailing address is 1325 West Walnut Hill Lane, Irving, Texas 75038.

with respect to each of the foregoing, on account of any damages, costs, expenses, attorneys' fees and disbursements (including any retainer required), judgments, fines, penalties, and amounts paid for and expenses and costs of settlement, that are based on applicable law, including common law, any contract or agreement (including, but not limited to, any contracts or agreements governing Claimant's status as a BSA "Chartered Organization"), or otherwise, including any such claims that relate to or arise out of any threatened, pending, or completed litigation, action, suit, arbitration, investigation, inquiry, hearing, or other proceeding (whether civil, criminal, regulatory, tax, administrative, or investigative) that has been, is, or may be threatened, pending, commenced, or completed against Claimant in the United States or elsewhere.

3. In particular, Claimant bases its claims on the Annual Unit Charter Agreement executed with its BSA Local Council ("**Charter**"), which states that the BSA Local Council will "[p]rovide primary general liability insurance to cover the Chartered Organization, its board, officers, COR employees, and Scouting members and volunteers for authorized Scouting activities. Indemnify the Chartered Organization in accordance with the resolutions and policies of the National Executive Board of the Boy Scouts of America." A representative sample of the current Charter is attached.

4. Some or all of the foregoing claims, including with respect to, but not limited to, any rights of indemnification, may be entitled to administrative priority under sections 503 and 507 of the Bankruptcy Code, and may be (a) determined to be secured, including to the extent of insurance, or (b) subject to rights of Claimant to setoff and/or recoupment.

Reservation of Rights

5. Claimant expressly reserves all of its rights to assert any additional claims, defenses, remedies, and causes of action, including without limitation, claims for breach of

contract, indemnification, reimbursement, contribution, fiduciary duty, conversion, constructive trust, fraud, and misrepresentation. Claimant further reserves all rights to amend, modify, supplement, reclassify, or otherwise revise its Proof of Claim at any time and in any respect, including, without limitation, as necessary or appropriate to amend, quantify or correct amounts, to provide additional detail regarding the claims set forth herein, to assert additional grounds for any of the claims, to seek reconsideration under section 502(j) of the Bankruptcy Code or otherwise of any disallowance of any amounts claimed hereunder, or to reflect any and all additional claims of whatever kind or nature that Claimant has or may have against BSA.

6. Without limiting the generality of the foregoing, to the extent any payment to Claimant on account of this Proof of Claim, or any portion of such payment, is avoided or set aside for any reason whatsoever, or Claimant is required to disgorge any such payment, or any portion thereof, Claimant hereby reserves its rights to amend this Proof of Claim accordingly.

7. The execution and filing of this Proof of Claim is not intended, nor should it be construed or deemed any of the following: (i) a waiver of the right to seek withdrawal of the reference, or otherwise to challenge the jurisdiction of this Court, with respect to the subject matter of the claims asserted herein, any objection or other proceeding commenced with respect thereto, or any other proceeding commenced in these chapter 11 cases against or otherwise involving Claimant; (ii) an admission that any matter is a core matter for purposes of 28 U.S.C. § 157(b) or is a matter as to which this Court can enter a final order or judgment consistent with Article III of the United States Constitution; (iii) a waiver of the right to *de novo* review by the district court of any order or judgment for which this Court, absent Claimant's consent, lacks authority to enter a final order or judgment; (iv) a consent to the entry by this Court of a final order or judgment with respect to the claims asserted herein or any other matter; (v) a waiver or

release of the claims or rights of Claimant against any other entity or individual that may be liable for all or any part of the claims or any matters related to the claims; (vi) a waiver of any rights and remedies Claimant has or may have under any contracts or agreements governing BSA's or its affiliates' status as BSA "Chartered Organizations," or any other contract or agreement, whether mentioned in this Proof of Claim or not; (vii) a waiver of any right related to the confirmation of any plan of reorganization proposed in these chapter 11 cases, or any other insolvency-related proceeding that may be commenced, either in the United States or abroad, by BSA, Delaware BSA, LLC, or any non-debtors affiliate; (viii) a waiver or agreement granting any party relief; or (ix) an election of remedies.

8. For the avoidance of doubt, nothing in this Proof of Claim or Addendum is intended, nor should it be construed, as a submission by Claimant to the jurisdiction of this Court for any purpose other than the adjudication of the specific claims against BSA that are asserted by Claimant in this Proof of Claim and Addendum (as may be amended or supplemented).

9. Neither this Proof of Claim nor any of its contents shall be deemed or construed as an acknowledgment or admission of any liability or obligation on the part of Claimant. Claimant specifically reserves all of its defenses and rights, procedural and substantive, including, without limitation, its rights with respect to any claim that may be asserted against Claimant by BSA, Delaware BSA, LLC, and/or any other entity or individual.

Right of Setoff and Recoupment

10. Claimant reserves all rights of setoff and recoupment that it may have. To the extent BSA, Delaware BSA, LLC, or any of their non-debtor affiliates assert any claim against the Claimant, the Claimant shall have a secured claim to the extent of its right of setoff under section 553 of the Bankruptcy Code or right of recoupment against such claim with respect to the claims asserted herein and any amendments thereto.

THE ANNUAL UNIT CHARTER AGREEMENT BETWEEN:

_____ and the _____ Council, BSA
Chartered Organization Local Council

Pack No. _____ Troop No. _____ Crew No. _____ Ship No. _____

(Please identify those units chartered by the Chartered Organization.)

The purpose of the Boy Scouts of America (BSA) program is to prepare young people to make ethical and moral choices over their lifetimes by instilling in them the values and principles taught in the Scout Oath and Scout Law.

The Chartered Organization, as a duly constituted organization that serves youth, desires to use the program(s) of the BSA to further its mission respecting the youth it supports. The Local Council provides the support and service necessary to help the Chartered Organization succeed in its use of Scouting.

The Chartered Organization agrees to:

- Use Scouting to further the Chartered Organization's aims and values for youth.
- Chartered organizations must utilize the Scouting program to accomplish specific objectives related to one or more of the following:
 - o Youth character development
 - o Career skill development
 - o Community service
 - o Patriotism and military and veteran recognition
 - o Faith-based youth ministry
- Conduct the Scouting program consistent with BSA rules, regulations, and policies. They may be found on the My.Scouting website and at the following location: www.scouting.org/about/membership-standards/.
- Chartered organizations must not use the Scouting program to pursue any objectives related to political or social advocacy, including partisan politics, support or opposition to government action, or controversial legal, political, or social issues or causes.
- Be represented in the Local Council and the local Scouting district by a Chartered Organization Representative (COR), who will be appointed by the Chartered Organization. The COR will be the point of contact between the Chartered Organization and the Local Council; will serve as a voting member of district and council committees on which the COR serves; and will, with the Chartered Organization, select and approve volunteer leaders for submission to the Local Council for its consideration. The COR will work with the unit committees sponsored by the Chartered Organization.
- Support unit committee(s) made up of at least three persons for each unit.

- Assure that adults selected as unit leaders are suitable by, at a minimum, having the appropriate leaders of the Chartered Organization review and sign each application.
- Ensure appropriate facilities for the unit for its regular meetings to facilitate the aims of the Chartered Organization and Scouting.
- Encourage adult leaders to receive additional applicable training made available by the council.

The Local Council agrees to:

- Respect the aims and objectives of the Chartered Organization and assist the Chartered Organization by making available Scouting resources.
- Make available to the Chartered Organization and its units and members program training, program resources, and other Scouting support services.
- Make available training and support for the Chartered Organization and for the COR, the primary link between the Chartered Organization, the Local Council, and the BSA. Track and require all unit leaders to attend BSA Youth Protection Training.
- Conduct criminal background checks on adult leaders approved by the Chartered Organization.
- Provide camping opportunities, administrative support, and professional staff to assist the Chartered Organization in developing a successful Scouting program.
- Provide primary general liability insurance to cover the Chartered Organization, its board, officers, COR, employees, and Scouting members and volunteers for authorized Scouting activities. Indemnify the Chartered Organization in accordance with the resolutions and policies of the National Executive Board of the Boy Scouts of America.

Signed _____
For the chartered organization

Title _____ Date _____

Signed _____
For the BSA local council

Title _____ Date _____

Signed _____
Chartered Organization Representative

Title _____ Date _____



BOY SCOUTS OF AMERICA®

524-182
 2019 Printing

Debtor: Boy Scouts of America

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Case Number: 20-10343

FILED**Claim No. 5113**
November 12, 2020By Omni Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Carefully read instructions included with this Proof of Claim before completing.

Part 1: Identify the Claim

1. Who is the current creditor?		Roseville Lutheran Church Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Roseville Lutheran Church 1215 W. Roselawn Avenue Roseville, MN 55113 Contact Phone 651-487-7752, ext 257 Contact email dbooms@rosevillelutheran.org Uniform claim identifier for electronic payments in chapter 13 (if you use one) _____		
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) _____ Filed On _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ _____ <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information See attached Exhibit A _____
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). <div style="display: flex; justify-content: space-between;"> <div> Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ </div> <div style="text-align: right; font-size: small;"> (The sum of the secured and unsecured amounts should match the amount in line 7). </div> </div> Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____% <input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Identify the property: _____
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. § 503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes *Check all that apply***Amount entitled to priority**

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____
- ☐ Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____
- ☐ Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ _____
- ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____
- ☐ Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5). \$ _____
- ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies. \$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/12/2020

MM / DD / YYYY

David Booms

Signature

Print the name of the person who is completing and signing this claim:

Name	David Booms		
	First Name	Middle Name	Last Name
Title	Church Administrator		
Company	Roseville Lutheran Church		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
	1215 W. Roselawn Avenue		
Address	Roseville, MN 55113		
Contact Phone	651-487-7752 ext 257	Email	dbooms@rosevillelutheran.org

EXHIBIT A – ATTACHMENT TO PROOF OF CLAIM

At this time, the exact dollar amount of Creditor's claim is unknown. However, Creditor asserts that it holds claims against the Debtor on the following basis:

Indemnification and Contribution Claims:

To the extent that claims have been, or will in the future be, asserted against the Creditor for damages related to sexual abuse claims against parties associated with the Debtor, Creditor asserts claims for contribution and indemnification against the Debtor. Said claims will include reimbursement for the full amount of any damages incurred by the Creditor as a result of such claims, as well as any costs and attorneys' fees incurred by the creditor in defending against said claims.

Creditor reserves the right to amend this proof of claim as additional information becomes available.

12106

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Fill in the information to identify the case (Select only one Debtor per form):

- ☒ In re Boy Scouts of America, Case No. 20-10343 (LSS)
- ☐ In re Delaware BSA, LLC, Case No. 20-10342 (LSS)

FILED

NOV 13 2020

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Delaware

04/19

Official Form 410

Proof of Claim

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under section 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. This form should not be used if you have a claim arising from sexual abuse and you were under the age of eighteen (18) at the time the sexual abuse began. If you have such a claim, you must file a Sexual Abuse Survivor Proof of Claim. For more information on how to file a Sexual Abuse Survivor Proof of Claim, go to: www.officialbsaclaims.com.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	Bay Presbyterian Church Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?		
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	
	Sharon Brumagin Name 25415 Lake Road Number Street Bay Village OH 44140 City State ZIP Code Contact Phone 440-871-3822 x136 Contact email sbrumagin@baypres.org Uniform claim identifier for electronic payments in chapter 13 (if you use one)	 Name Number Street Bay Village City State ZIP Code Contact Phone Contact email	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?		

343-10390 CW

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7. How much is the claim?		\$ <u>unliquidated</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information <u>See attached</u>		
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____	
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Identify the property: _____	
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____	

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No
☐ Yes *Check all that apply*

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

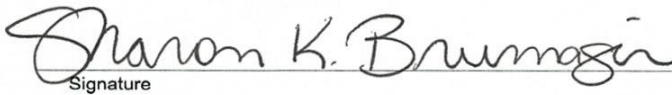
☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/09/2020
MM / DD / YYYY


Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Sharon</u>	<u>Kimberly</u>	<u>Brumagin</u>
	First Name	Middle Name	Last Name
Title	<u>Executive Director</u>		
Company	<u>Bay Presbyterian Church</u>		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	<u>25415 Lake Road</u>		
	Number	Street	
	<u>Bay Village</u>	<u>OH</u>	<u>44140</u>
	City	State	ZIP Code
Contact Phone	<u>440-871-3822 x136</u>	Email	<u>sbrumagin@baypres.org</u>

Official Form 410

Proof of Claim

Bay Presbyterian Church

Line 8: Contingent claims for reimbursement, contribution, indemnification, or subrogation arising from any claims asserted against claimant by a third-party arising from or in connection with claimant's past hosting of Boy Scout troops on claimant's premises.

THE ANNUAL CHARTER AGREEMENT BETWEEN:

BAY PRESBYTERIAN CHURCH and the GREATER CLEVELAND Council, BSA
Name of organization

☐ Pack ☒ Troop ☐ Team ☐ Crew ☐ Ship No. 235

The Boy Scouts of America is an educational resource program. It charters community or religious organizations or groups to use Scouting as part of their service to their own members, as well as the community at large.

The BSA local council provides the support service necessary to help the chartered organization succeed in their use of the program. The responsibilities of both the BSA local council and the chartered group are described below.

The chartered organization agrees to

- Conduct the Scouting program according to its own policies and guidelines as well as those of the Boy Scouts of America.
- Include Scouting as part of its overall program for youth and families. Consider organizing a program to meet the developmental needs for every age level served.
- Appoint a chartered organization representative who is a member of the organization and will coordinate all unit operations within it. He or she will represent the organization to the Scouting district and serve as a voting member of the local council. **(The chartered organization head or chartered organization representative must approve all leader applications and verify that personal references and any previous experience working with youth in other organizations have been checked before submitting the application to the local council.)**
- Select a unit committee of parents and members of the chartered organization (minimum of three) who will screen and select unit leaders who meet the organization's standards as well as the leadership standards of the BSA. **(The committee chair must sign all leadership applications before submitting them to the chartered organization for approval.)**
- Provide adequate facilities for the Scouting unit(s) to meet on a regular schedule with time and place reserved.
- Encourage the unit to participate in outdoor experiences, which are vital elements of Scouting.

The council agrees to

- Respect the aims and objectives of the organization and offer the resources of Scouting to help in meeting those objectives.
- Make available year-round training, service, and program resources to the organization and its unit(s).
- Make available training and support for the chartered organization representative as the primary communication link between the organization and the BSA.
- Make available techniques and methods for selecting quality unit leaders.
- Provide primary general liability insurance to cover the chartered organization, its board, officers, chartered organization representative, employees and volunteers currently registered with Boy Scouts of America. Coverage is provided with respect to the claims arising out of an official Scouting activity with the exception that the coverage is excess over any insurance which may be available to the volunteer for loss arising from the ownership, maintenance, or use of a motor vehicle or watercraft. This insurance is only available while the vehicle or watercraft is in the actual use of a Scouting unit and being used for an official Scouting activity.
- The insurance provided unregistered Scouting volunteers through the BSA general liability insurance program is excess over any other insurance the volunteer might have to his or her benefit, usually a homeowner's, personal liability, or auto liability insurance.
- Provide camping facilities, a service center, and a full-time professional staff to assist the organization in every way possible.

Signed Raymond M. Kinst
For the chartered organization

Signed [Signature]
For the BSA local council

Date 8/29/13

See other side for discussion guide.
Goldenrod—Chartered organization; White—Council

120M1010



BOY SCOUTS OF AMERICA®

524-182
 2010 Printing

12180

UNITED STATES BANKRUPTCY COURT DISTRICT OF DELAWARE

Fill in the information to identify the case (Select only one Debtor per form):

- ☒ In re Boy Scouts of America, Case No. 20-10343 (LSS)
- ☐ In re Delaware BSA, LLC, Case No. 20-10342 (LSS)

FILED

NOV 13 2020

By Omni Management Group, Claims Agent
For U.S. Bankruptcy Court
District of Delaware

Official Form 410

Proof of Claim

04/19

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. With the exception of claims under section 503(b)(9), do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503. This form should not be used if you have a claim arising from sexual abuse and you were under the age of eighteen (18) at the time the sexual abuse began. If you have such a claim, you must file a Sexual Abuse Survivor Proof of Claim. For more information on how to file a Sexual Abuse Survivor Proof of Claim, go to: www.officialbsaclaims.com.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?		Corporation of the President of the Church of Jesus Christ of Latter-day Saints	
		Name of the current creditor (the person or entity to be paid for this claim)	
		Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes From whom?	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent?		Where should payments to the creditor be sent? (if different)
	Paul Rytting		
	Name		Name
	50 East North Temple Street		
	Number Street		Number Street
	Salt Lake City UT 84150-3630		
	City State ZIP Code		City State ZIP Code
	Contact Phone (801) 240-4642		Contact Phone
Contact email RyttingPD@ChurchofJesusChrist.org		Contact email	
Uniform claim identifier for electronic payments in chapter 13 (if you use one)			
4. Does this claim amend one already filed?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Claim Number on court claims registry (if known) Filed On MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?		<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Who made the earlier filing?	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7. How much is the claim?	\$ <u>See attached Addendum.</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information <u>See attached Addendum.</u>	
9. Is all or part of the claim secured?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	The claim is secured by a lien on property Nature of property: <input type="checkbox"/> Real Estate If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: <u>See attached Addendum.</u>
Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of Property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7). Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate: (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable		
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount necessary to cure any default as of the date of the petition. \$ _____
11. Is this claim subject to a right of setoff?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Identify the property: <u>See attached Addendum.</u>
12. Is this claim for the value of goods received by the debtor within 20 days before the commencement date of this case (11 U.S.C. §503(b)(9)).?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	Amount of 503(b)(9) Claim: \$ _____

13. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☐ No
☒ Yes *Check all that apply*

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$3,025* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$13,650*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(5).	\$ _____
<input checked="" type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(2) that applies.	\$ <u>See attached Addendum.</u>

* Amounts are subject to adjustment on 4/01/22 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it.

FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am the guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11 / 13 / 2020

MM / DD / YYYY

Paul Rytting
 Signature

Print the name of the person who is completing and signing this claim:

Name	Paul	Rytting
	First Name	Middle Name Last Name
Title	Director of Risk Management	
Company	Corporation of the President of the Church of Jesus Christ of Latter-day Saints	
	Identify the corporate servicer as the company if the authorized agent is a servicer.	
Address	50	East North Temple Street
	Number	Street
	Salt Lake City	UT 84150-3630
	City	State ZIP Code
Contact Phone	(801) 240-4642	RyttingPD@ChurchofJesusChrist.org
	Contact Phone	Email